

12-R-1417

(Do Not Write Above This Line)

A PERSONAL PAPER BY
COUNCILMEMBER JOYCE SHEPHERD

Joyce Shepherd

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE FULTON COUNTY/CITY OF ATLANTA LAND BANK AUTHORITY, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) WITH A TERM EXPIRING ON MAY 15, 2013, FOR THE PURPOSE OF IMPLEMENTING THE CITY OF ATLANTA'S SUSTAINABLE HOUSING INITIATIVE IN THE NEW ECONOMY (SHINE) MULTIFAMILY REBATE PROGRAM; ALL PAYMENTS TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

NOV 0 5 2012

substitute
ADOPTED BY

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 10/15/12

Referred To: Finance/Exec

Date Referred

Referred To:

Date Referred

Referred To:

Committee _____
Date _____
Chair _____
Referred To _____
First Reading _____

Fin. Committee

10-5-12

Chair

Action
Fav, Adv, Hold (see rev. side)
on substitute

Members

Johnson
HOSEA

Refer To

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Members

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Members

Refer To

Refer To

- FINAL COUNCIL ACTION
- 2nd
 - 1st & 2nd
 - 3rd
 - Consent
 - V Vote
 - RC Vote

CERTIFIED

CERTIFIED
NOV 0 5 2012

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED
NOV 0 5 2012

Renee Bunch-Jones
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

NOV 14 2012

WITHOUT SIGNATURE
BY OPERATION OF LAW

**A RESOLUTION BY COUNCILMEMBER JOYCE SHEPERD
AS SUBSTITUTED BY FINANCE EXECUTIVE COMMITTEE**

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE FULTON COUNTY/CITY OF ATLANTA LAND BANK AUTHORITY, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) WITH A TERM EXPIRING ON MAY 15, 2013, FOR THE PURPOSE OF IMPLEMENTING THE CITY OF ATLANTA'S SUSTAINABLE HOUSING INITIATIVE IN THE NEW ECONOMY (SHINE) MULTIFAMILY REBATE PROGRAM IN CONJUNCTION WITH NEIGHBORHOOD STABILIZATION PROJECTS; ALL PAYMENTS TO CHARGED TO AND PAID FROM ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") applied for and was awarded a grant from the Southeast Energy Efficiency Alliance ("SEEA") in the amount of One Million, Two Hundred Thousand Dollars and No Cents (\$1,200,000.00) (the "Grant") which was accepted pursuant to the Ordinance 10-O-1408 adopted by the Atlanta City Council on September 7, 2010 and approved per City Charter Section 2-403; and

WHEREAS, the Grant was awarded for the purpose of implementing SHINE, a City program whereby single family and multi-family homeowners residing in Atlanta are granted cash rebates from the City for performing qualifying energy efficient improvements to their homes; and

WHEREAS, there remain funds in the Grant that must be expended prior to June 2013 and the City desires to enter into a contractual agreement with the Fulton County/City of Atlanta Land Bank Authority (the "LBA") to facilitate the SHINE Multifamily Rebate Program in conjunction with the City of Atlanta's Office of Housing's Neighborhood Stabilization Projects ("NSP") through existing LBA multi-family agreements prior to expiration of the Grant; and

WHEREAS, the agreement between the City and the LBA shall have a term expiring on May 15, 2013 in an amount not to exceed One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00); and

WHEREAS, the SHINE program is of great benefit to the City and the citizens of Atlanta; and

WHEREAS, the Director of Sustainability and the Mayor's Executive Office recommend entering into the agreement with the LBA.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Mayor is hereby authorized to enter into a contractual agreement in



substantially the same form as attached hereto as Exhibit A with the LBA in an amount not to exceed One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00) to facilitate the SHINE Multifamily Rebate Program in conjunction with NSP with a term expiring on May 15, 2013.

BE IT FURTHER RESOLVED, that all such payments will be charged to and paid from 2501 (Intergovernmental Grant Fund) 040301 (Exe Chief Operating Officer) 132000 (Chief Executive) 210850 (DOE EECBG Competitive) 250131920 (SHINE 2010) 5999999 (Projects & Grants Budget).

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the contract shall not become binding on the City and the City shall incur no obligation or liability under the same until it has been approved by the City Attorney as to form, signed by the Mayor, attested to by the Municipal Clerk and delivered to the LBA.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

November 05, 2012
November 14, 2012



CITY OF ATLANTA CONTRACT AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____ 2012 with an effective date of _____, 2012 by and between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as "City", and the Fulton County/City of Atlanta Land Back Authority hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City is the recipient of grant funds from the Southeast Energy Efficiency Alliance, hereinafter referred to as "SEEA", for the purpose of implementing the Sustainable Home Initiative in a New Economy Program, hereinafter referred to as "SHINE", a City program whereby multi-family property owners in Atlanta are granted cash rebates from the City for qualifying energy improvements to their real property; and

WHEREAS, the City desires to engage the Contractor to perform certain project activities funded under the SEEA grant; and

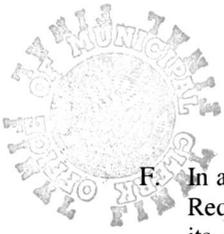
WHEREAS, this Agreement was authorized by legislation of the Atlanta City Council and approved _____ on _____, a copy of which is attached hereto as Exhibit A, and made a part hereof by reference; and

WHEREAS, the Contractor has indicated its ability and desire to perform said activities for a rebate not to exceed **one hundred and fifty thousand dollars and no cents** (\$150,000.00)

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

THE CONTRACTOR AGREES:

- A. The Contractor or any subcontractor shall carry out all project activities as set forth in the Scope of Work, in accordance with all applicable laws, ordinances, codes, regulations, and requirements of the federal, state, county, and city governments.
- B. The Contractor shall, in a satisfactory and proper manner as determined by the City, perform the project activities detailed in this contract and all exhibits attached hereto and made a part hereof for a rebate not to exceed one hundred and fifty thousand dollars and no cents (\$150,000.00).
- C. The work to be performed by the Contractor shall be performed through
- D. The Contractor further agrees to perform the project activities detailed herein, in accordance with and subject to, all the stipulations, terms, conditions, and clauses specifically set forth in, or referenced by, this Agreement.
- E. The Contractor further agrees that payment of any kind under this Agreement is wholly and expressly contingent upon approval from SEEA and funds availability from SEEA. Contractor expressly understands and agrees that at no time shall the City be responsible for payments of any kind to the Contractor should SEEA deny funding or should funding from SEEA become unavailable.



F. In addition to its agreement to obtain and maintain the insurance as set forth in Appendix B, Insurance and Bonding Requirements attached hereto, the Contractor agrees that to the fullest extent permitted by law, the Contractor shall at its sole cost and expense indemnify, defend, satisfy all judgments and hold harmless the City, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the Contractor's performance of any and all activities under this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Appendix B, Paragraph F.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in Appendix B, Insurance and Bonding Requirements, Paragraph F, shall not be limited in any way, including, but not limited by, the limits of the liability insurance required under this Agreement and the Agreement Documents, nor limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's' compensation acts, disability benefit acts or other employee benefit acts.

G. Media Communications

H. Contractor understands and agrees that the City's obligation to disburse the Grant Funds to Contractor under this Agreement

1. Register as a vendor for the City of Atlanta;
2. Provide a completed W-9 form to the City of Atlanta
3. Commencement of the Project within thirty (30) days of executing this Agreement
4. Completion of the Project Scope contained within the Agreement within 30 days of the project completion date as set forth in Exhibit A or such longer period, if any, granted by the Program Administrator.
5. Periodic and final inspections by the City, SEEA, and other applicable entities to determine that the completed Project conforms to this Agreement, that energy efficiency improvements have been satisfactorily installed and that all necessary inspections are satisfactorily passed.
6. Compliance with all work items, improvements, and schedules required by all applicable codes, ordinances and laws.
7. If work stoppage occurs for more than 30 days without reasonable cause and prior written notice to the City, the City has the right to immediately terminate the agreement.
8. Removal of all demolition debris from the site must be done in accordance with all applicable local, state, and federal waste disposal policies and regulations.
9. Applicant must submit monthly progress reports.

THE CITY AGREES:

- A. The City agrees to pay the Contractor in accordance with terms and provisions of this Agreement and is expressly contingent upon funds availability from SEEA.
- B. The City shall abide by and be subject to all the terms, conditions, clauses, and stipulations set forth in this Agreement.



THE CONTRACTOR AND CITY AGREE:

- A. This Agreement shall be construed and enforceable in accordance with the laws of the State of Georgia.
- B. That at no time shall the City be responsible for payments of any kind to the Contractor should SEEA deny funding or should funding from SEEA become unavailable.
- C. Time is of the essence in this Agreement and each and every obligation and undertaking set forth herein.
- D. The City hereby engages Contractor to perform, and Contractor agrees to perform for the City, all work required by the Agreement relative to the project activities. The Contractor shall submit all documents required under the Agreement to the City within thirty (30) days of completion of the project activities. Failure to materially comply with this deadline will result in the Contractor forfeiting its rights to receive any or all of the rebate from the City.
- E. Contractor represents that it has, or will secure at its own expenses, all personnel required to perform all project activities to be completed under this Agreement.
- F. The City may, from time to time, request changes in the Scope of Work to be performed by Contractor hereunder. No such change, including any increase or decrease in the amount of the rebate, which may be mutually agreed upon by and between the City and Contractor, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.
- G. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- H. During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 12, including Section 2-1441 of the Code of Ordinances ("Ordinance"), City of Atlanta, and to warrant the following:

1) The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include, without limitation, the following:

Recruited whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

2) The Contractor shall, in all solicitation or advertisement for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.



4) The Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Contractor during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

5) The Contractor shall take such reasonable action with respect to any Subcontractor as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as may be necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interest of the United States.

6) The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

7) The Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the project activities so that such provisions will be binding upon each such subcontractor or vendor.

8) A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

a) Withholding from the Contractor in violation all future payments under the involved public contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the Agreement.

b) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.

c) Cancellation of the Agreement.

d) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, an appropriate proceeding may be brought to enforce these provisions, including the enjoining of Contractor, subcontractor, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

I. During the performance of this Agreement, Contractor agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

"The Contractor agrees to engage non-discriminatory practices in all efforts to meet the M/FBE availability sited in this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE") and Native American Business Enterprises ("NABE") and Female Business Enterprises ("FBE") for utilization in the work set forth within this Agreement and shall take the following action as part of their good faith efforts:

1. Notification to M/FBEs that the Contractor has subcontracting opportunities available and maintenance of records of the M/FBE responses.

2. Maintenance by the Contractor of a file of the names and addresses of each subcontractor contracted and action taken with respect to each such contract.



3. Dissemination of the Contractor EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Subcontractor and Supplier.
4. Specific and continuing written and oral recruitment efforts directed at M/FBE Contractor organizations, M/FBE assistance organizations.
5. Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by M/FBEs.
6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases material for as many M/FBE Subcontractors as possible.
7. Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on or before the 5th day of each month following the award of the Work set forth in this Agreement.
9. The Contractor further agrees that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:
 - a) Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance.
 - b) Withholding of all future payments under the involved Project until it is determined that the Contractor is in compliance.
 - c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.
 - d) Cancellation of the eligible project.
- J. Contractor agrees to obtain and maintain during the entire term of this Agreement all of the insurance called for in the Agreement Documents, with the City as an additional insured in each policy of public liability and property damage insurance, and shall furnish to the City a certificate of insurance showing required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.
- K. The Contractor shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Agreement. The Agreement Documents, including this Agreement, constitute the entire and integrated Agreement between the City and the Contractor and may be amended only by written instrument approved by both parties. The parties agree that this Agreement shall not become binding on the City, and the City shall incur no liability upon the same, until this Agreement has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to Contractor.
- L. This Agreement contains the entire agreement of the parties, and no representations or agreements, oral or otherwise, among the parties not embodied herein shall be of any force and effect.
- M. The City shall have the right to terminate this contract if, after giving the Contractor at least thirty (30) days written notice specifying any alleged breach of this Contract by Contractor. If the Contractor fails to correct said deficiencies to the satisfaction of the City within thirty (30) days of receipt hereof, or for good cause, the City may begin the appropriate termination procedures.



N. The Contractor shall have the right to terminate this contract if, after giving the City at least thirty (30) days written notice specifying any alleged breach of this Contract by the City. If the City fails to correct said deficiencies to the satisfaction of the Contractor within thirty (30) days of receipt hereof, or for good cause, the Contractor may begin the appropriate termination procedures. The Contractor must give each family a minimum of sixty (60) day notice and insure that no family will be displaced from said property before suitable affordable housing is found for each eligible in-place family at the time of said termination notice is given. Utility services, such as outdoor lighting, water and sewer service and trash collection must be provided, as long as eligible families remain on the property and the City and any outside agency are assisting such families with locating to other suitable housing.



IN WITNESS WHEREOF, the duly authorized officer of the City and Contractor have caused their hands and seals to be hereto affixed the day and year first above written.

ATTEST:

CITY OF ATLANTA

Municipal Clerk

Mayor

ATTEST:

CONTRACTOR:

Witness

President

APPROVED:

Office of Sustainability

APPROVED:

APPROVED AS TO FORM:

Chief Procurement Officer

City Attorney

RCS# 2374
11/05/12
2:22 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I; ALL ITEMS
11/5/2012
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 2

Y Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	B Willis
B Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		11-05-12
ITEMS ADOPTED ON CONSENT	ITEMS ADOPDED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 12-O-1414	35. 12-R-1501	48. 12-R-1456
2. 12-O-1258	36. 12-R-1502	49. 12-R-1457
3. 12-O-1339	37. 12-R-1445	50. 12-R-1458
4. 12-O-1335	38. 12-R-1446	51. 12-R-1459
5. 12-O-1336	39. 12-R-1447	52. 12-R-1460
6. 12-O-1369	40. 12-R-1448	53. 12-R-1461
7. 12-O-1370	41. 12-R-1449	54. 12-R-1462
8. 12-O-1356	42. 12-R-1450	55. 12-R-1463
9. 12-O-1413	43. 12-R-1451	56. 12-R-1464
10. 12-O-1418	44. 12-R-1452	57. 12-R-1465
11. 12-O-1421	45. 12-R-1453	58. 12-R-1466
12. 11-O-1415	46. 12-R-1454	59. 12-R-1467
13. 12-R-1424	47. 12-R-1455	60. 12-R-1468
14. 12-R-1527		61. 12-R-1469
15. 12-R-1139		62. 12-R-1470
16. 12-R-1423		63. 12-R-1471
17. 12-R-1441		64. 12-R-1472
18. 12-R-1442		65. 12-R-1473
19. 12-R-1443		66. 12-R-1474
20. 12-R-1444		67. 12-R-1475
21. 12-R-1512		68. 12-R-1476
22. 12-R-1514		69. 12-R-1477
23. 12-R-1524		70. 12-R-1478
24. 12-R-1417		71. 12-R-1479
25. 12-R-1517		72. 12-R-1480
26. 12-R-1518		73. 12-R-1481
27. 12-R-1519		74. 12-R-1482
28. 12-R-1520		75. 12-R-1483
29. 12-R-1521		76. 12-R-1484
30. 12-R-1522		77. 12-R-1485
31. 12-R-1530		78. 12-R-1486
32. 12-R-1422		79. 12-R-1487
33. 12-R-1499		80. 12-R-1488
34. 12-R-1500		81. 12-R-1489
		82. 12-R-1490
		83. 12-R-1491
		84. 12-R-1492
		85. 12-R-1493
		86. 12-R-1494