

FEDERAL EMERGENCY RENTAL ASSISTANCE PROGRAM
APPLICATION PROCESSING AGREEMENT

This Application Processing Agreement (the “Agreement”) is made and entered into as of _____, 2021 (“Effective Date”) by and between The Place of Forsyth County, Inc., a nonprofit corporation with its principal office address at The Place Circle, Cumming, GA 30040, (hereinafter “Nonprofit”) and Forsyth County, Georgia, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners (hereinafter “Forsyth County” or “County”), collectively referred to herein as the “parties”.

W I T N E S S E T H:

WHEREAS, in an effort to mitigate the economic effects of the COVID-19 pandemic, the United States government enacted section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the “Act”), thereby creating an Emergency Rental Assistance program (the “ERA Program”); and

WHEREAS, Forsyth County has received an allocation of funds under the ERA Program; and

WHEREAS, recognizing the established community outreach connections and expertise possessed by the Nonprofit, the County seeks to retain the services of the Nonprofit to solicit and process applications from members of the public to participate in the ERA Program (the “Services”);

WHEREAS, recognizing that assisting the County in implementation of the ERA Program would further its mission, the Nonprofit desires to provide the Services for the County;

WHEREAS, because the Nonprofit will be receiving approximately \$75,000 compensation for the Services, the selection of the Nonprofit for this Agreement falls within the “Small-purchase” threshold of 2 CFR 200.320(a)(2), and the County accordingly finds that procurement of the Services from the Nonprofit is consistent with federal law. See 2 CFR 200.320(a)(2) (small-purchase agreements “may be awarded soliciting rate quotations” and the County “should distribute small-purchases equitably among qualified suppliers”);

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

I. FEDERAL EMERGENCY RENTAL ASSISTANCE PROGRAM

1. Scope of Services.

- a. The Nonprofit shall assist the County with administration of the ERA Program by

providing the Services, which are described in more detail in the attached **Exhibit A**, subject to the requirements set forth in this Agreement.

Commented [SV1]: Exhibit A is currently blank. Please have each Nonprofit supply a description, or formulate a generic description of the services each will be providing.

- b. The parties agree and acknowledge that relief payments made by the County under the ERA Program will be made exclusively to landlords and utility providers to offset payments that would otherwise be owed by eligible tenants; no payments will be made directly to tenants.
- c. In connection with providing the Services, the Nonprofit shall assist the County in collecting such information on applicants as is required by the Department of the Treasury under its grantee reporting and recordkeeping requirements.
- d. The Nonprofit shall establish safeguards to prohibit any individuals associated with the ERA Program from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Nonprofit shall operate with complete independence and objectivity without actual, potential or apparent conflict of interest.
- e. The Nonprofit shall take care to ensure that advertising and solicitation for the ERA Program is fair and equitable, and does not give the appearance of favoring one particular region of the County or one particular group within the County (be it racial, religious, etc.), with the exception that the Services may be designed to prioritize eligible households that satisfy any of the following conditions: (i) the income of the household does not exceed 50 percent of the area median income for the household; or (ii) one or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90- day period preceding such date.

2. Timing.

- a. The Nonprofit shall begin providing the Services immediately upon complete execution of this Agreement (the Effective Date referenced on page 1), and shall provide the Services promptly, recognizing that beginning on September 30, 2021, the Secretary of the Treasury may recapture excess ERA Program funds not already obligated.
- b. This Agreement shall begin on the Effective Date and shall end when all obligations of the parties have been fully performed. Either party may, for any reason and at any time, terminate the Services, provided that other obligations of this Agreement (including confidentiality, indemnity, data collection, and recordkeeping) shall survive such termination.

3. Confidentiality.

- a. The Nonprofit shall establish data privacy and security practices for the information

collected by the Nonprofit in connection with providing the Services. The Nonprofit shall provide a description of these data privacy and security practices to the County upon request. In any event, the practices shall: (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purposes of implementing this Agreement; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking. The Nonprofit shall require any subcontractors, consultants, and staff to likewise adopt and implement data privacy and security practices and comply with the requirements of this Section.

b. The Nonprofit acknowledges that this Agreement and performance thereunder is governed by Georgia's Open Records Act.

4. **Compensation.** No monetary compensation shall be due to the Nonprofit for providing the Services. The parties agree and acknowledge that the opportunity to partner with the County in implementing the ERA Program, along with the obligations of the County set forth in this Agreement, are good and sufficient consideration for this Agreement.

II. GRANT REQUIREMENTS

1. **Compliance with Grant Requirements and Applicable Law.** Notwithstanding anything to the contrary elsewhere in this Agreement or in **Exhibit A**, the Nonprofit shall implement the Services in full compliance with the requirements contained in the ERA Program Terms and Conditions, attached hereto as **Exhibit B**, as well as all applicable law. The Nonprofit shall also reasonably cooperate with the County to enable the County to comply with its obligations under the Terms and Conditions and applicable law.

2. **DBE.** If the Nonprofit subcontracts any portion of the Services, it must take the following affirmative steps to encourage participation by minority businesses, women's business enterprises, and labor surplus area firms:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3. **Debarment; System for Award Management (SAM) Requirements.** By executing this Agreement, the individual signing on behalf of the Nonprofit certifies that the Nonprofit is not

currently listed in the government-wide exclusions in the System for Award Management (SAM). The Nonprofit agrees that it will not contract with any vendor listed on the SAM as debarred, suspended, otherwise excluded or declared ineligible.

4. **Lobbying.** The individual signing on behalf of the Nonprofit certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

5. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Nonprofit agrees that, during performance of this Agreement, the Nonprofit, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the Nonprofit agrees to comply with all applicable implementing regulations of the laws listed above, and shall include the provisions of this section in every subcontract for services contemplated under this Agreement.

6. **Record Retention; Right of Oversight.** The Nonprofit shall provide prompt access to any and all of its records relating to this Agreement, to the County, any interested state or federal agency, or their designees for purposes of ensuring that all terms, conditions and specifications of the County's grant award and other applicable laws are met. The Nonprofit must maintain all of its records and supporting documentation related to this Agreement for a minimum of five years from the completion of the Services.

7. **Non-Compliance Remedies:** If the U.S. Department of the Treasury or any other agency with jurisdiction determines that the County failed to comply with the state or federal requirements associated with this Agreement, and imposes corrective action or sanctions as a result, the Nonprofit shall fully comply with implementing such sanctions.

III. GENERAL REQUIREMENTS

1. **Indemnification.** The Nonprofit shall indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as “County parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney’s fees and costs of defense, (hereinafter “Liabilities”) that are the result of wrongdoing (whether willful or negligent) arising out of the Services provided by the Nonprofit and its employees, agents and subcontractors.
2. **Insurance.** The Nonprofit shall maintain a commercially reasonable policy of liability insurance.
3. **Assignment.** Neither party may assign or transfer any interest in, nor delegate, any duties of this Agreement, without the prior express written consent of the other party.
4. **Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.
5. **Authority to Contract.** The individual executing this Agreement on behalf of the Nonprofit covenants and declares that he/she has obtained all necessary approvals of its board of directors or similar authorities to simultaneously execute and bind the Nonprofit to the terms of this Agreement.
6. **Applicable Law.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, or if a suit is pending between the County and any state or federal government or agency related to the subject matter of this Agreement, in the venue where such suit is pending.
7. **Notices.** All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:
Chief Financial Officer
Forsyth County

110 East Main St., Ste. 255
Cumming, Georgia 30040

NOTICE TO THE NONPROFIT shall be sent to:



8. **Waiver of Agreement.** No failure by a party to enforce any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of a party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect that party's right to demand exact and strict compliance with the terms and conditions of this Agreement.
9. **No Third party Rights.** This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
10. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

IN WITNESS WHEREOF, the Nonprofit and County have set their hands and seals as of the Effective Date first provided above.

[SIGNATURES ON FOLLOWING PAGE]

Nonprofit: [REDACTED]

By: _____

Its: President

[CORPORATE SEAL]

Attest/Witness: _____

By: _____

Its: _____
((Assistant) Corporate Secretary)

Forsyth County, Georgia

Cindy J. Mills, Chair, Board of Commissioners

[COUNTY SEAL]

Attest: _____

Its: County Clerk

EXHIBIT "A"

Exhibit A

EXHIBIT "B"

Exhibit B

