

**CONTRACT BETWEEN
THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH
AND
ECONOMIC OPPORTUNITY FOR SAVANNAH-CHATHAM AREA**

This Contract is made as of Tuesday, September 1, 2026, by and between the Mayor and Aldermen of the City of Savannah, hereinafter called the CITY, and the Economic Opportunity for Savannah-Chatham Area, hereinafter called the VENDOR.

WHEREAS, the CITY intends to utilize its Stormwater Utility Enterprise fund to establish the Stormwater Utility Hardship Assistance Program to offset the financial impact of the new stormwater utility fee on income-eligible residential customers; and

WHEREAS, the VENDOR, whose mission is to support households experiencing hardship by providing equitable access to essential services and support programs, is responsible for verifying eligibility and administering components of the CITY's Stormwater Utility Hardship Assistance Program; and

WHEREAS, the Mayor and Aldermen of the City of Savannah resolved on Thursday, August 27, 2026, to authorize the City Manager to procure services utilizing Stormwater Utility Enterprise funds from the VENDOR for the period of this Contract;

NOW, THEREFORE, the CITY and the VENDOR agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The VENDOR shall perform the following tasks within a 12-month period for the purpose of delivering the Stormwater Utility Hardship Assistance Program for qualified City of Savannah residents.

- Task 1: The VENDOR shall enroll income eligible residents into the Stormwater Utility Hardship Assistance Program by verifying applicants hold an active residential water utility account with the City of Savannah.
- Task 2: The VENDOR shall confirm that applicants reside at the service address as their primary residence.
- Task 3: The VENDOR shall assess and verify household income using CITY-approved guidelines (Eligible households must have incomes at or below 200% of the Federal Poverty Guidelines).
- Task 4: The VENDOR shall maintain continuous, year-round enrollment processes and place applicants on a waitlist when committed funds approach the annual budget.

- Task 5: The VENDOR shall prioritize eligible households with the lowest assessed stormwater fee when funds are limited to maximize program reach.
- Task 6: The VENDOR shall transmit verified eligible applications to the CITY monthly including documentation required for the CITY to apply credits directly to utility accounts.
- Task 7: The VENDOR shall be responsible for establishing, maintaining, and funding an appointment scheduling system for clients seeking services. The VENDOR shall also be responsible for coordinating and disseminating information regarding the appointment scheduling process through local media and news outlets to ensure public awareness and access.

ARTICLE II VENDOR RESPONSIBILITIES

The VENDOR shall:

1. Ensure applicants meet residency, household and income eligibility and hardship requirements using a standardized application form developed jointly with the CITY.
2. Transmit verified, eligible applications to the CITY monthly for direct application of funds to the City of Savannah's utility billing system.
3. Maintain accurate client records, documentation, and verification forms.
4. Inform CITY staff in writing at least two weeks in advance of any office closures or service interruptions that may impact program enrollment.
5. Acknowledgement of Funding Source: The VENDOR shall acknowledge the support of the CITY in all published material relating to the funded program with an approved City logo or the following words: "Sponsored by the City of Savannah" and provide copies of brochures, flyers, advertisements and/or program materials reflecting City of Savannah funding support.

ARTICLE III CITY OF SAVANNAH RESPONSIBILITIES

The CITY shall:

1. Retain and manage \$100,000 in Stormwater Utility Enterprise funds and apply it directly to qualifying accounts in the City of Savannah's utility billing system.

2. Launch a Stormwater Utility Hardship Assistance Program public education campaign and include programming information in utility bill inserts or statements where feasible.
3. The CITY shall provide the appropriate training to VENDOR regarding program expectations for participation and assessed fee rates.
4. The CITY shall appoint designated CITY staff representatives responsible for coordination, monitoring progress, conducting required meetings and processing administrative fee payments: The primary contacts shall be:

For the CITY: Anthony Caston (**Coordination, monitoring/meetings**)
Water Resources Administrator
Water Resources Service Center

Kerri Reid (**Administrative fee payments**)
Senior Director
Human Services Department

For the VENDOR: Bernadette Ball-Oliver
Chief Executive Officer
Economic Opportunity Authority for Savannah-Chatham Area

ARTICLE IV

TIME OF PERFORMANCE AND COMPENSATION

1. TERMS OF CONTRACT

This Contract shall be effective September 1, 2026, through August 31, 2027, with the option to renew for an additional 12-month period based on available funding on the same terms and conditions upon mutual consent of the contracting parties.

2. PAYMENT FOR SERVICES

A. Pursuant to the terms and conditions set forth in this Contract, and contingent upon the availability of funds, the CITY agrees to pay the VENDOR the sum of \$7,000 (7%) as an administrative fee to secure program operations to provide Stormwater utility hardship assistance. The aforementioned fee shall cover only the following:

- 1) Eligibility screening
- 2) Documentation processing
- 3) Intake form management
- 4) Case coordination

- 5) Applicant communication
- 6) Compliance monitoring

and shall not exceed the agreed-upon amount for the period covered by this Contract.

- B.** The City additionally agrees to pay for usage of the VENDOR's third-party scheduling service at a rate not to exceed \$2,000 for the full year term.
- C.** All requests for payment under this Contract will be submitted using the VENDOR's accounts receivable invoicing process, that will be submitted to the CITY each month. Supporting documents must include a summary of costs that equals the amount of the invoice.
- D.** Payment requests must be signed by VENDOR's authorized representative.
- E.** The VENDOR's invoice must show the costs incurred in providing services under this Contract during the program period. Payment will be made within 15 working days after receipt of the invoice, contingent upon satisfactory performance under this Contract.
- F.** The final invoice for payment should be reconciled and submitted to the CITY within 30 days of program year completion.

3. COMPLIANCE WITH ALL LAWS

All services performed hereunder shall be in accordance with all applicable Federal, state, and local laws, ordinances, rules and regulations.

4. GENERAL PROVISIONS

- A. Confidentiality Statement:** Parties shall protect applicant confidentiality except as required under Georgia's Open Records Act or program reporting requirements.
- B. Contract Modification, Amendment and/or Withdrawal/Termination:** The information contained in this Contract may be modified or amended by written consent of both parties. Any request to amend a provision should be made in writing and must be agreed to by both parties. Any party to this Contract may withdraw from this Contract. It is requested that a written notice be provided to the other party setting forth the intent to withdraw at least forty-five (45) days prior to withdrawing from this Contract.
- C. Adherence to Federal, State and Local laws and applicable regulations/policies:** It is understood by both parties that all Stormwater Utility Hardship Program activities must be performed in full accordance with any federal, state and local laws and policies which govern or affect these activities.

D. Non-Discrimination: All parties to this Contract understand and will comply with the City of Savannah, Georgia, Unlawful Discrimination Ordinance (Section 2-3066, Code of Ordinances), which prohibits discrimination in all city services, including utility assistance, based on actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or veteran/military status. All applicants will be treated equally and without discrimination under this ordinance and other applicable laws.

E. Indemnification and Liability: Each partner under this Contract is responsible for its own employees, representatives, agents, and subcontractors. By executing this Contract, Economic Opportunity Authority for Savannah-Chatham Area, to the extent permitted by law agrees to release, hold harmless, indemnify, and forever give up any claim and demands of whatever nature, either in law or equity, against the City of Savannah, its employees, agents, sponsors, representatives, and volunteers. The parties to this Contract shall not hold the other party liable for any loss whatsoever, which may arise out of, resulting from, or being associated with the use of, or presence in, the Stormwater Utility Hardship Assistance Program's services and activities.

ARTICLE V NOTICES

All notices given pursuant to this Contract shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the CITY:

Joseph A. Melder, City Manager
City of Savannah
P.O. Box 1027
Savannah, GA 31401

Notices to the VENDOR:

Bernadette Ball-Oliver, Chief Executive Officer
Economic Opportunity Authority for Savannah-
Chatham Area
618 West Anderson Street
Savannah, Georgia 31415

With copy to:

Water Resources Service Center
City of Savannah
P.O. Box 1027
Savannah, GA 31401

Human Services Department
City of Savannah
P.O. Box 1027
Savannah, GA 31401

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract the day and year first written above:

CITY: THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

BY: _____

CITY MANAGER

ATTEST: _____ SEAL:

CLERK OF COUNCIL

**VENDOR: ECONOMIC OPPORTUNITY AUTHORITY FOR SAVANNAH-CHATHAM
AREA**

BY: _____

BOARD OF DIRECTORS

WITNESS: _____

EXECUTIVE DIRECTOR

NOTARY PUBLIC: _____ SEAL:

DATE: _____