

To: Members
Dunwoody City Council

From: J. Jay Vinicki
Assistant City Manager

Re: American Rescue Plan – Not for Profit Funding

Date: 12 December 2022

Action

Authorize the mayor, city manager, or designee to execute all documents necessary and proper to execute contracts with the approved agencies outlined below with amounts not to exceed the figures listed.

Summary

The Dunwoody City Council has appropriated \$2 million of American Rescue Plan 2 funding for direct assistance to not-for-profit and related agencies in the area. The City published a Request for Qualifications to develop a list of entities to act as agents of the City in providing services. Previously, the City allocated \$968,368. This action allocates \$355,000 more totaling \$1,323,368 with nineteen separate grants overall, with seven new recipients.

Details

In June 2022, the Dunwoody City Council appropriated \$2 million of funding from the American Rescue Plan 2 Fund toward Direct Assistance Programs. This appropriation was created from procurable General Fund funding available from the original America Rescue Plan funding (ARP 1). The City intends for this distribution of this funding to remain as close as possible to the original intent of ARP funding while allowing for limited expansion beyond previous restrictions.

Seven additional qualified agencies are recommended funding in the following ways:

- **Dunwoody Preservation Trust - \$15,000** – To provide for subsidies and scholarships for camp for those affected by COVID; to provide access for Title I schools to have field trips to or class activities from DPT.
- **Clubhouse Atlanta - \$50,000** – To provide partial funding for a position to help those with disabilities achieve local employment.
- **Adult Day (Foundation) - \$25,000** – To provide for scholarships and subsidies for disabled individuals who need day services.
- **Community Assistance Center- \$100,000** – To provide direct financial assistance to qualified residents of Dunwoody.
- **Corners Outreach - \$100,000** – To provide educational opportunities through activities like afterschool and summer camp to those disenfranchised by COVID.

- **YMCA - \$50,000** – To provide recreation activities to Dunwoody residents affected by COVID including classes and day care through subsidies and scholarships.
- **Temple Emanu-El (Backpack Buddies) - \$15,000** - To purchase food and supplies to provide meals to local school children affected by COVID.

The contracts will be structured so that the scope of services can be adjusted by an agreement between staff and each agency, but the amount may not increase. All funding must be expended by December 31, 2023, or returned to the City unless the agreement is extended by City Council.

Recommendation

Authorize the mayor, city manager, or designee to execute all documents necessary and proper to execute contracts with the approved agencies outlined below with amounts not to exceed the figures listed.

Agency	Budget
Corners Summer School	158,368
iCare Atlanta	100,000
Spruill Arts Center	100,000
Summit Counseling	100,000
Stage Door	20,000
St. Vincent de Paul	100,000
Family Promise	100,000
JF&CS	100,000
JF&CS (Backpack Buddies)	15,000
Dunwoody Senior Baseball	25,000
Dunwoody Nature Center	50,000
Malachi's Warehouse	100,000
Dunwoody Preservation Trust	15,000
Clubhouse Atlanta	50,000
Adult Day (Foundation)	25,000
Community Assistance Center	100,000
Corners Outreach 2	100,000
YMCA	50,000
Temple Emanu-El (Backpack Buddies)	15,000
	1,323,368

City of Dunwoody
American Rescue Plan
Direct Assistance Program – 2022/2023

Contract between the City of Dunwoody and **Adult Day of Dunwoody**

I. Introduction

On this date, November 23rd, 2022, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **Adult Day of Dunwoody Foundation** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**Adult Day of Dunwoody Foundation
1 Dunwoody Park South, Suite 123
Dunwoody, GA - 30338**

Mailing Address:
**1 Dunwoody Park South, Suite 123
Dunwoody, GA - 30338**

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The Scope of Services has a start date for funding to be transferred based upon approval. No funding may be transferred until the City has received a written scope from the Agency on the qualification of program participants and that proposal is approved by City staff. That agreement shall be considered incorporated into this Contract as an amendment upon approval of the Agency and the City Manager or designee.
- d. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city

manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.

- e. This contract expires on December 31, 2023, unless specifically outlined in the original Attachment A – Scope of Services.
- f. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.
- g. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- h. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- i. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.
- j. Attachment B will delineate the eligibility criteria of all programs.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
Mayor, City Manager, or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Attachment A – Scope of Services

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will fund the Agency with \$25,000 towards providing those services. The mechanics of the funding will be as follows:

1. The general intent of the funding is to address issues for those adults needing senior enrichment programs but cannot afford them.
2. In exchange for this funding, the Agency will provide scholarships or reduced rates for Dunwoody residents who fit the criteria under Attachment B.
3. The City will advance the Agency half of the funding \$12,500 within 30 days of execution of this contract once the Agency has proven expenditures of those funds, the city may advance the remaining amount. The city manager or designee may make exception to this item should there be need concerning cash flow.
4. The Agency should submit proof of activities or progress towards completions at least quarterly starting with the quarter ending March 30, 2023 and submit them within thirty days of the end of each quarter. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all of the funding. This determination may be made at the discretion of the city manager or designee.

Attachment B – Eligibility of Participants

The overall contract between the City and the Agency requires that the Agency provide the eligibility criteria for each program funded by the City. The summary is as follows:

1. Residents of Dunwoody who fall into any of the following categories:
 - (a) Have difficulties with two or more ADLS (Activities of Daily Livings); dressing, bathing, feeding, medical supervision, mobility, etc.
 - (b) Or diagnosed with Dementia: Alzheimer's, Parkinson's, Vascular Dementia;
 - (c) Or Senior that is homebound or lives alone;
 - (d) Or to provide Respite for caregivers.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – 2022/2023

Contract between the City of Dunwoody and **Community Assistance Center**

I. Introduction

On this date, _____, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **Community Assistance Center** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**Community Assistance Center
5 Dunwoody Park S
Suite 113
Dunwoody, GA 30338**

**Mailing Address:
PO Box 501298
Atlanta, GA 31150-1298**

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.
- d. This contract expires on December 31, 2023, unless specifically outlined in the original Appendix A – Scope of Services.

- e. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.
- f. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- g. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- h. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
Mayor, City Manager, or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: Community Assistance Center

By: _____
Signature Date

Francis K. Horton, III
Printed Name

Attest: _____
Signature Date

Printed Name

Appendix A – Scope of Services

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will fund the Agency with \$100,000 towards providing those services. The mechanics of the funding will be as follows:

1. The general intent of the funding is to provide direct financial assistance to individuals and families in Dunwoody through the Agency for items such as rent, utilities, temporary housing, case management, and equipment and supplies for the food pantry. This scope includes services to residents that utilize the Dunwoody school cluster.
2. All individuals who receive this assistance must be residents of the City of Dunwoody at the time of the assistance, or in a City of Dunwoody school cluster. In supporting documentation, the Agency may redact direct identifiers, but will need to attest that they verified residency at time of service. The city manager or designee may determine in conjunction with the Agency the method to determine eligibility concerning income levels. The program is intended to be directed at populations most in need.
3. The City will advance \$25,000 of funding to the Agency within 30 days of execution of this contract. Upon proof of this funding being used, another \$25,000 will be advanced; until the full cap is reached.
4. The Agency should submit proof of these activities or progress towards completions at least quarterly starting with the quarter ending March 31, 2023, and submit them within thirty days of the end of each quarter. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all of the funding. This determination may be made at the discretion of the city manager or designee.

Attachment B – Eligibility of Participants

The overall contract between the City and the Agency requires that the Agency provide the eligibility criteria for each program funded by the City. The summary is as follows:

1. Residents of Dunwoody and those families that access the Dunwoody School system.
2. Demonstrated need for rental assistance:
 - a. Have experienced loss of income;
 - b. Increase in rent; or
 - c. Catastrophic life event has occurred.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – 2022/2023

Contract between the City of Dunwoody and **Club House Atlanta**

I. Introduction

On this date, _____, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **Club House Atlanta** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

Club House Atlanta
4755 N Peachtree Rd
Dunwoody GA 30356

Mailing Address:
POB 888581
Dunwoody GA 30356

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The Scope of Services has a start date for funding to be transferred based upon approval. No funding may be transferred until the City has received a written scope from the Agency on the qualification of program participants and that proposal is approved by City staff. That agreement shall be considered incorporated into this Contract as an amendment upon approval of the Agency and the City Manager or designee.
- d. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.

- e. This contract expires on December 31, 2023, unless specifically outlined in the original Attachment A – Scope of Services.
- f. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.
- g. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- h. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- i. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.
- j. Attachment B will delineate the eligibility criteria of all programs.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any

and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
Mayor, City Manager, or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Attachment A – Scope of Services

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will fund the Agency with \$50,000 towards providing those services. The mechanics of the funding will be as follows:

1. The general intent of the funding is to address issue of mental illness by providing a community-based set of programs focusing on career development inclusive of hiring staff to coordinate assistance efforts.
2. In exchange for this funding, the Agency will continue operations through the contract in their current location with about 11% of their clientele being Dunwoody residents while establishing a career development position to contact businesses about potentials for cliental to gain paid employment.
3. The City will advance the Agency half of the funding \$25,000 within 30 days of execution of this contract once the Agency has proven expenditures of those funds, the city may advance the remaining amount. The city manager or designee may make exception to this item should there be need concerning cash flow and scholarships.
4. The Agency should submit proof of these activities or progress towards completions at least quarterly starting with the quarter ending March 30, 2023 and submit them within thirty days of the end of each quarter. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all of the funding. This determination may be made at the discretion of the city manager or designee.

Attachment B – Eligibility of Participants

The overall contract between the City and the Agency requires that the Agency provide the eligibility criteria for each program funded by the City. The summary is as follows:

1. Individuals over the age of 18 with diagnosed mental health issues are eligible to participate in the program.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – 2022/2023

Contract between the City of Dunwoody and **Corners Outreach**

I. Introduction

On this date, Tuesday, November 21, 2022 this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **Corners Outreach** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**Corners Outreach PIB
6890 Peachtree Industrial Blvd.
Dunwoody, GA 30360**

Mailing Address:
**2 Sun Court, Suite 220
Peachtree Corners, GA 30092**

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The Scope of Services has a start date for funding to be transferred based upon approval. No funding may be transferred until the City has received a written scope from the Agency on the qualification of program participants and that proposal is approved by City staff. That agreement shall be considered incorporated into this Contract as an amendment upon approval of the Agency and the City Manager or designee.
- d. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city

manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.

- e. This contract expires on December 31, 2023, unless specifically outlined in the original Attachment A – Scope of Services.
- f. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.
- g. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- h. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- i. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.
- j. Attachment B will delineate the eligibility criteria of all programs.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
Mayor, City Manager, or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Attachment A – Scope of Services

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will fund the Agency with \$100,000 towards providing those services. The mechanics of the funding will be as follows:

1. The general intent of the funding is to address academic needs for low-income K-12 students for afterschool and summer programs which will involve transportation, enrichment, and wellness activities; workforce readiness for teens and for their parents to equip them for living wage jobs, creating more stability in the home and for the whole family.
2. In exchange for this funding, the Agency will provide with scholarships of subsidized costs for residents of Dunwoody or children within Dunwoody school clusters for the following: (a) elementary afterschool and summer camp; (b) Teen Program for academic improvement, SEL and career exploration; (c) parent workshops; (d) workforce readiness classes. Eligibility requirements will be outlined in Attachment B.
3. The City will advance the Agency \$25,000 within 30 days of execution of this contract once the Agency has proven expenditures of those funds, the city may advance the remaining amount. The city manager or designee may make exception to this item should there be need concerning cash flow and scholarships.
4. The Agency should submit proof of these activities or progress towards completions at least quarterly starting with the quarter ending March 30, 2023 and submit them within thirty days of the end of each quarter. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all of the funding. This determination may be made at the discretion of the city manager or designee.

Attachment B – Eligibility of Participants

The overall contract between the City and the Agency requires that the Agency provide the eligibility criteria for each program funded by the City. The summary is as follows:

1. Families are eligible due to the fact that they are residents of Dunwoody who qualify as low or very low-income families.
2. Families are eligible due to the fact that they were negatively affected by the Covid-19 pandemic and our students suffered learning loss due to school closings and digital learning.
3. Ninety-five percent of our students qualify for free or reduced lunch.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – 2022/2023

Contract between the City of Dunwoody and **Dunwoody Preservation Trust**

I. Introduction

On this date, _____, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **Dunwoody Preservation Trust** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**4831 Chamblee Dunwoody Rd
Dunwoody, GA 30338**

**Mailing Address:
PO Box 888658
Dunwoody, GA 30356**

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.
- d. This contract expires on December 31, 2023, unless specifically outlined in the original Appendix A – Scope of Services.
- e. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance

with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.

- f. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- g. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- h. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
Mayor, City Manager, or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Appendix A – Scope of Services

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will fund the Agency with \$15,000 towards providing those services. The mechanics of the funding will be as follows:

1. The general intent of the funding is to foster education efforts in those affected during the COVID pandemic. This may include camp scholarships or subsidies to those who were disenfranchised through the pandemic; hosting of field trips for local Title I schools; using funding for the Agency to take field trips to local Title I schools.
2. All individuals who receive this assistance must be residents of the City of Dunwoody at the time of the assistance, or in a City of Dunwoody school cluster. In supporting documentation, the Agency may redact direct identifiers, but will need to attest that they verified residency at time of service. The city manager or designee may determine in conjunction with the Agency the method to determine eligibility concerning income levels. The program is intended to be directed at populations most in need.
3. The City will advance \$7,500 of funding to the Agency within 30 days of execution of this contract. Upon proof of this funding being used, another \$7,500 will be advanced; until the full cap is reached.
4. The Agency should submit proof of these activities or progress towards completions at least quarterly starting with the quarter ending March 31, 2023, and submit them within thirty days of the end of each quarter. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all of the funding. This determination may be made at the discretion of the city manager or designee.

Attachment B – Eligibility of Participants

The overall contract between the City and the Agency requires that the Agency provide the eligibility criteria for each program funded by the City. The summary is as follows:

1. Direct assistance on camp scholarships or subsidies will be based upon income level or using a third party agency's screening methods.
2. Funding of field trips (to or from) will be for Title I schools with part of their area in Dunwoody.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – 2022/2023

Contract between the City of Dunwoody and **Temple Emanu-El Synagogue**

I. Introduction

On this date, _____, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **Temple Emanu-El Synagogue** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**Temple Emanu-El Synagogue
1580 Spalding Drive
Sandy Springs, GA 30350**

Mailing Address:
**Temple Emanu-El Synagogue
1580 Spalding Drive
Sandy Springs, GA 30350**

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The Scope of Services has a start date for funding to be transferred based upon approval. No funding may be transferred until the City has received a written scope from the Agency on the qualification of program participants and that proposal is approved by City staff. That agreement shall be considered incorporated into this Contract as an amendment upon approval of the Agency and the City Manager or designee.
- d. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city

manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.

- e. This contract expires on December 31, 2023, unless specifically outlined in the original Attachment A – Scope of Services.
- f. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.
- g. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- h. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- i. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.
- j. Attachment B will delineate the eligibility criteria of all programs.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
Mayor, City Manager, or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Attachment A – Scope of Services

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will fund the Agency with \$15,000 towards providing those services. The mechanics of the funding will be as follows:

1. The general intent of the funding is to food insecurity with youth in the area.
2. In exchange for this funding, the Agency will work with a local Backpack Buddies group providing supplies and services.
3. The City will advance the Agency half of the funding \$7,500 within 30 days of execution of this contract once the Agency has proven expenditures of those funds, the city may advance the remaining amount. The city manager or designee may make exception to this item should there be need concerning cash flow and scholarships.
4. The Agency should submit proof of these activities or progress towards completions at least quarterly starting with the quarter ending March 30, 2023 and submit them within thirty days of the end of each quarter. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all of the funding. This determination may be made at the discretion of the city manager or designee.

Attachment B – Eligibility of Participants

The overall contract between the City and the Agency requires that the Agency provide the eligibility criteria for each program funded by the City. The summary is as follows:

1. Children may receive services from Backpack Buddies when they are identified by a guidance counselor, classroom teacher, or administrators in Chestnut Elementary, Peachtree Middle, or Hightower Elementary School.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – 2022/2023

Contract between the City of Dunwoody and **YMCA of Metro Atlanta**

I. Introduction

On this date, _____, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **YMCA of Metro Atlanta** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**Cowart Family YMCA
3692 Ashford Dunwoody Rd
Atlanta GA 30319**

Mailing Address:
**YMCA of Metro Atlanta
569 Martin Luther King Jr Dr NW
Atlanta GA 30314**

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The Scope of Services has a start date for funding to be transferred based upon approval. No funding may be transferred until the City has received a written scope from the Agency on the qualification of program participants and that proposal is approved by City staff. That agreement shall be considered incorporated into this Contract as an amendment upon approval of the Agency and the City Manager or designee.
- d. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city

manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.

- e. This contract expires on December 31, 2023, unless specifically outlined in the original Attachment A – Scope of Services.
- f. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.
- g. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- h. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- i. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.
- j. Attachment B will delineate the eligibility criteria of all programs.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
Mayor, City Manager, or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Attachment A – Scope of Services

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will fund the Agency with \$50,000 towards providing those services. The mechanics of the funding will be as follows:

1. The general intent of the funding is to address health disparity concerning safety around water; addressing health disparity with access to wellness facilities; and supporting economic development by expanding afterschool, holiday, and camp programs for those families who need child support while they work.
2. In exchange for this funding, the Agency will provide with scholarships of subsidized costs for residents of Dunwoody or children within Dunwoody school clusters for the following: (a) classes involving water safety; (b) family memberships; (c) childcare; (d) afterschool programs; and (e) day camps. Eligibility requirements will be outlined in Attachment B.
3. The City will advance the Agency half of the funding \$25,000 within 30 days of execution of this contract once the Agency has proven expenditures of those funds, the city may advance the remaining amount. The city manager or designee may make exception to this item should there be need concerning cash flow and scholarships.
4. The Agency should submit proof of these activities or progress towards completions at least quarterly starting with the quarter ending March 30, 2023 and submit them within thirty days of the end of each quarter. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all of the funding. This determination may be made at the discretion of the city manager or designee.

Attachment B – Eligibility of Participants

The overall contract between the City and the Agency requires that the Agency provide the eligibility criteria for each program funded by the City. The summary is as follows:

1. Be a resident of Dunwoody or a family with a child enrolled in a school in the Dunwoody cluster.
2. Qualify under the YMCA criteria for reduced or scholarship programs.