

To: Members
Dunwoody City Council

From: J. Jay Vinicki
Assistant City Manager

Re: American Rescue Plan – Not for Profit Funding

Date: 10 October 2022

Action

Authorize the mayor, city manager, or designee to execute all documents necessary and proper for executive contracts with the approved agencies outlined below with amounts not to exceed the figures listed below, and to amend the budget for ARP (American Rescue Plan) 2 as necessary to comply with the contracts.

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 Qualification of local not-for-profit and related agencies to act as agents of the City in providing services. Staff reviewed initial applications and twelve agencies were recommended. This action allots \$810,000 of funding toward ten of those agencies in addition to the previously allotted \$200,000.

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.

The fund's initial disbursement was \$200,000 to Corners Outreach for a summer school program in 2022. Note: A total of \$158,368 was distributed in vouchers for this program, freeing \$41,632 that can be returned to the pool.

In answer to staff limitations, a Request for Qualifications was released in June 2022 to qualify not-for-profit and similar agencies as an arm of the city in providing services for direct assistance to the community. Sixteen entities applied and twelve were approved. The other four applicants – as well as four additional organizations that applied in a second round --are still under review. Those applications will be reviewed following the next distribution.

Ten currently qualified agencies are recommended funding in the following ways:

- **iCare Atlanta - \$100,000** – For purchase of a new van \$35,000; for repair of existing equipment, food for recipients, supplies for operations, and salaries for operating staff \$65,000.

- **Spruill Center for the Arts - \$100,000** – For expansion of arts programs for those with Alzheimer’s \$20,000; scholarships for underserved individuals to attend classes and camps \$25,000; artist peer network classes \$5,000; creating a community artist closet \$20,000; young adult scholarship program \$7,500; creation of an at-risk teen art design class \$22,500.
- **Summit Counseling - \$100,000** – For free and reduced counseling sessions for Dunwoody residents.
- **Stage Door Players - \$20,000** – For free tickets to performances for residents who have limited access or operations to take performances to groups away from their venue \$20,000.
- **St. Vincent de Paul - \$100,000** – For direct assistance on rent, utilities, and other household costs for Dunwoody residents.
- **Family Promise – \$100,000** – For direct assistance on rent, utilities, and other household costs for Dunwoody residents.
- **Jewish Family and Career Services - \$115,000** - For direct assistance on rent, utilities, and other household costs for Dunwoody residents \$100,000; for pass-through purchase of food for the group’s Backpack Buddies \$15,000*. *Structured as such as Backpack Buddies cannot act on its own under the program’s guidelines.
- **Dunwoody Senior Baseball - \$25,000** - For funding to expand access to recreational baseball to both disadvantaged individuals and teams in the community and provide support to the Minority Baseball Project Program.
- **Dunwoody Nature Center - \$50,000** – For expanding classroom instructions for those who received reduced service levels during the pandemic, the city will fund field trips for disadvantaged youth.
- **Malachi’s Warehouse - \$100,000** – For ensuring that individuals in the area do not suffer from food insecurity, the City will fund infrastructure improvement of the warehouse along with some operational costs.

During the Grants Committee review, the topic of infrastructure improvement to city owned facilities (the city baseball fields, Donaldson Bannister House, and Stage Door) was discussed. They recommended that the intent of capital improvements should be to improve things which provide direct assistance. However, operational funding for these programs to reach underserved communities was recommended.

If approved, \$1,031,632 of the \$2 million would remain for allocation. (\$990,000 remaining from above disbursement plus \$41,632 expected return from Corners Outreach.) There are eight additional proposals to be reviewed. This review may eliminate some of them from consideration; likewise this review may create changes to amounts.

The contracts will be structured so that the scope of services can be adjusted by an agreement between staff and the 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.

	Budget
Corners Summer School	\$ 200,000
First Round	\$ 200,000
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
	\$ 810,000
All Rounds	\$1,010,000
Allotment	\$2,000,000
To Be Alloted	\$ 990,000
expected return from Corners	\$ 41,632
new To Be Alloted	\$1,031,632

Recommendation

Authorize the mayor, city manager, or designee to execute all documents necessary and proper for executive contracts with the below approved agencies in amounts not to exceed the figures listed above and amend the budget for ARP (American Rescue Plan) 2 as necessary to comply with the contracts.

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

Contract between the City of Dunwoody and **NAME OF ENTITY**

I. Introduction

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

NAME
PHYSICAL ADDRESS

Mailing Address:
MAILING ADDRESS

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 Appendix 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.

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: _____
Lynn Deutsch, Mayor 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

City of Dunwoody
September 20,2022
Grants Committee
Special Called Meeting Summary

The Grants Committee of the City of Dunwoody held a Special Called Meeting on September 20, 2022 at 8:00 AM. The meeting was held in the City of Dunwoody City Hall, CM Conference Room, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338. Present for the meeting were the following:

Present: Tom Lambert, Chair
Stacey Harris, Council Member
Rob Price, Council Member

Also Present: Eric Linton, City Manager
Jay Vinicki, Assistant City Manager
Linda Nabers, Finance Director
Richard Platto, Assistant Finance Director

A. CALL TO ORDER

Tom Lambert, Chair called the meeting to order with all members in attendance.

B. PUBLIC COMMENT - Public Comment allows the Committee the opportunity to listen to the public (3 minutes per speaker/15 minutes total)

C. CONSENT AGENDA

D. DISCUSSION ITEMS

2. Introduction

Committee members reviewed the process that created direct assistance funding. Currently 12 agencies are qualified, with another eight in the review process. That second batch will come after this process is done.

Staff discussed the funding with each agency and developed draft proposals with the committee. Feedback in general was to focus on direct assistance or capital improvements which facilitated direct assistance. Also, the deadline to spend will be 12/31/2023. Staff will

also add in that the method of determination of who qualifies must be given to the city before funding is given. Progress reports will also be mandatory.

Eric Linton, City Manager then reviewed the mayor's proposal to change the budget committee's ARP recommendation. The ARP committee commented that the current budget committee version should stand and be adjusted once data from current proposals come out.

E. PUBLIC COMMENTS - Public Comment allows the City Council the opportunity to listen to the public (3 minutes per speaker)

F. ADJOURN

Stacey Harris motioned to adjourn. Rob Price seconded.

Passed: For: 3; Against:0; Abstain: 0; Absent: 0