

ATTACHMENT #2

AN ORDINANCE TO AMEND THE FY2022 ANNUAL OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE FUNDING FOR A ONE-TIME SUPPLEMENT TO THE NEIGHBORHOOD LEADERS PROGRAM IN THE HOUSING & COMMUNITY DEVELOPMENT (HCD) DEPARTMENT; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The Commission of Athens-Clarke County, Georgia desires to amend the General Fund Operating Budget to provide funding for a one-time supplement to the Neighborhood Leaders Program in the Housing & Community Development (HCD) Department.

Said Operating and Capital budget is hereby amended as follows:

General Fund:

EXPENDITURES:

Decrease:

Other General Administration	
General Fund Contingency	\$79,000

Increase:

Housing & Community Development (HCD) Department	
Operating Expense	\$79,000

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM**

SUBJECT: FY22 Supplement Contract Amendment and FY23 Contract Renewal for the Neighborhood Leaders Program

DATE: ~~May 8, 2022~~ ~~May 17, 2022~~ May 27, 2022

BUDGET INFORMATION:

REVENUES: N/A

EXPENSES:

ANNUAL:	FY22	
	\$ 79,000	One time Funding Supplement
	FY23	
	\$750,000	Neighborhood Leaders Program
	\$750,000	Total

CAPITAL:

OTHER:

FUNDING SOURCE: FY22 General Fund Operating Contingency
FY23 HCD General Fund Operating Budget (proposed)

COMMISSION ACTION REQUESTED ON: June 7, 2022

PURPOSE:

To request that the Mayor and Commission:

- a. Approve the contract renewal with Family Connection-Communities in Schools for the Neighborhood Leaders Program (**Attachment #1**); and,
- b. Accept the Prosperity Committee Recommendation to provide the Neighborhood Leaders Program with a one-time supplement of \$79,000 for the balance of FY22 by adopting the attached budget ordinance (**Attachment #2**) and approving the contract amendment (**Attachment #3**); and,
- c. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. On June 4, 2019, the Mayor and Commission (M&C) approved the FY20 Operating and Capital Budgets for ACCGov, which included \$4 million of unrestricted fund balance from the ACCGov General Fund Operating Budget for the creation of a "Prosperity Package."
2. On June 13, 2019, the M&C held a retreat to discuss potential focus areas for the Prosperity Package. A presentation regarding early childhood education and workforce development

opportunities was given. By general consensus, the M&C asked for further concept development.

3. On August 22, 2019, the M&C held a follow up meeting to the June retreat and received follow up information regarding the June concept. By general consensus, the M&C did not want to pursue the concept any further.
 4. On September 19, 2019, the M&C held a second retreat to discuss the Prosperity Package. By general consensus, the M&C directed staff to develop a job description for a grant coordinator, develop a draft scope for a Neighborhood Leaders Program, as well as identified additional topic areas for further discussion.
 5. On October 8, 2019, at their regularly scheduled work session regarding the Prosperity Package, the M&C reviewed the proposed job description for the grant coordinator positions, a draft scope for a Neighborhood Leaders Program, and discussed other potential areas of focus for the Prosperity Package. The M&C directed that the Neighborhood Leaders Program should progress as quickly as possible to cover the sixteen school empowerment zones. They further directed that a poverty simulation should be organized for the group.
 6. On December 3, 2019, the M&C approved initial actions for the Prosperity Package, which included an \$800,000 allocation to initiate the Neighborhood Leaders Program. This initial allocation included approximately \$50,000 in start-up expenses.
 7. On December 13, 2019, ACCGov executed a contract with Family Connection-Communities in Schools (FC-CIS) for the Neighborhood Leaders Program.
 8. On July 7, 2020, under suspension of rules, the M&C approved the “Resiliency Package” to support COVID-19 response in our community. This action reallocated the undesignated \$3 million allocation from the “Prosperity Package.”
 9. On June 15, 2021, the M&C adopted the FY22 Annual Budget, which included one-time funding of \$750,000 to continue the Neighborhood Leaders Program.
 10. On October 1, 2021, FC-CIS received a grant from the Georgia Division of Family and Children Services (DFCS) to expand the Neighborhood Leaders Program with an emphasis on increasing SNAP and WIC benefit utilization in Athens-Clarke County.
 11. On April 29, 2022, the Mayor released the FY23 Mayor Recommended Budget, which proposed to provide a \$750,000 allocation to sustain the Neighborhood Leaders Program on an annual basis.
 12. On May 16, 2022, the Prosperity Committee met to discuss the proposed Neighborhood Leaders Program contract for FY23 and review program expense trends for FY22.
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FACTS & ISSUES:

1. The Neighborhood Leaders Program hires sixteen individuals serving each of the sixteen elementary school attendance zones to help residents access services and resources (education, employment opportunities, early care & learning, SNAP and WIC access, physical and behavioral health services, civic engagement, and other).
2. Neighborhood Leaders also engage residents in community-building: providing input into community planning and their needs and aspirations (including family and neighborhood), responding to the Census, registering to vote, voting, engaging in neighborhood and other community organizations, and related civic activities.
3. The draft contract approved with FC-CIS for the Neighborhood Leaders Program included language that would permit the contract to renew annually, on January 1st, so long as work was satisfactory and funding was available. However, the final executed contract did not include this clause. As a result, the Neighborhood Leaders Program has been operating on a month-to-month basis since January 1, 2021.
4. The proposed contract (**Attachment #1**) includes a number of updates that will improve the program. These include:
 - a) Syncing the contract with the ACCGov fiscal year instead of the calendar year;
 - b) Establishing the contract as a one year contract renewable for up to four additional one year terms;
 - c) Converting the contract to monthly draw payments instead of pre-imburements so program funding is steady so long as expenses and work meet the minimum commitments;
 - d) Incorporating a performance matrix to update and improve monthly reporting; and,
 - e) Including language that permits the Manager to increase or decrease the annual scope of work to match any change in funding from the M&C, so long as the M&C is notified via a Notice of Proposed Administrative Action prior to implementation.
5. The Prosperity Committee has recommended this contract be advanced to the M&C for consideration. Specifically, as it is proposed in the contract, the annual renewal process will be as follows:



6. FC-CIS has received a grant from DFCS to enhance SNAP and WIC outreach in the community. To address this, FC-CIS added two additional Neighborhood Leaders and increased the salaries of all Neighborhood Leaders. Since the implementation of these changes in October of 2021, the Neighborhood Leaders Program has generated \$1,380,000 in SNAP/WIC enrolment in Athens-Clarke County.
7. Even with the DFCS supplemental grant, FC-CIS reports that the Neighborhood Leaders Program costs more to operate than ACCGov provides in annual funding. This results in FC-CIS having to raise outside funding to sustain the program. If no changes are implemented in FY23, the overall program will have the following fiscal position:

\$ 750,000	Contribution from ACCGov
\$ 192,813	DFCS SNAP/WIC Grant
<u>\$ 156,010</u>	<u>Total Required from Fund Raising or Program Reductions</u>
\$ 1,098,823	Annual Operating Expenses for the Neighborhood Leaders Program
8. Because of this budget deficit, the program is on track to encounter financial hardship for the remainder of FY22. The Prosperity Committee has recommended an additional \$79,000 be added to the Neighborhood Leaders program to address this shortfall.
9. The Prosperity Committee has also requested that FC-CIS work with HCD to share with the M&C budget summaries for differing funding levels. Once received, the Manager’s Office will share these documents with the M&C so they can be considered while the budget is being finalized. Should the M&C increase program funding, the Manager’s Office will use the flexibility of this contract to make minor modifications to the final scope of work.
10. Approval for a contract renewal is required at the June 7, 2022 M&C Voting Meeting so the program can be operating with a contract by the start of the FY23 fiscal year on July 1. Should the M&C eliminate proposed funding from the Mayor Recommended Budget, staff will not execute the contract. Should the M&C decrease or increase funding for the Neighborhood Leaders Program in the FY23 – FY27 budgets, staff will work with FC-CIS and the Prosperity Committee to modify the program scope.

11. This recommendation is consistent with the following Organizational Strategic Plan Strategies, Goals, and Initiatives

- Initiative 1-E-1: Target health and nutrition education programming to priority populations.
- Initiative 1-E-2: Increase SNAP & WIC utilization.
- Initiative 1-F-2: Extend ACCGov's reach into the community.
- Initiative 2-B-2: Amplify partnership with Neighborhood Leaders.
- Initiative 2-C-2: Partner directly with and listen to residents at the neighborhood level.

OPTIONS:

1. To request that the Mayor and Commission:
 - a. Approve the contract renewal with Family Connection-Communities in Schools for the Neighborhood Leaders Program (**Attachment #1**); ~~and,~~
 - b. Accept the Prosperity Committee Recommendation to provide the Neighborhood Leaders Program with a one-time supplement of \$79,000 for the balance of FY22 by adopting the attached budget ordinance (**Attachment #2**) and approving the contract amendment (**Attachment #3**); and,
 - c. Authorize the Mayor and appropriate staff to execute all related documents.
2. Mayor and Commission deny the contract renewal for the Neighborhood Leaders Program.
3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION: Option 1 ~~a & b~~ a, b & c

DEPARTMENT: Housing & Community Development

Prepared by: Andrew Saunders



Andrew Saunders
Interim Director of Housing
& Community Development

5/8/2022

Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option 1 ~~a & b~~ a, b & c



Manager

May 13, 2022

Date

ATTACHMENTS:

Attachment #1 – Contract Renewal for the Neighborhood Leaders Program

Attachment #2 – Budget Ordinance to Transfer \$79,000 from General Fund Contingency

Attachment #3 – 1st Amendment to FY22 FC-CIS Neighborhood Leaders Program Contract

**AGREEMENT WITH FAMILY CONNECTION-COMMUNITIES IN SCHOOLS OF
ATHENS, INC. FOR NEIGHBORHOOD LEADERS PROGRAM**

THIS AGREEMENT made and entered into this _____ day of July, 2022, by and between FAMILY CONNECTION-COMMUNITIES IN SCHOOLS OF ATHENS, INC., a non-profit organization created and existing under the laws of the State of Georgia, hereinafter referred to as “FC-CIS,” and the UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as “ACCGov.”

WITNESSETH:

WHEREAS, on June 4, 2019, the Mayor and Commission of ACCGov, hereinafter referred to as “Mayor and Commission,” approved the FY20 Operating and Capital Budgets for ACCGov, which included \$4 million of General Fund Balance for the creation of a “Prosperity Package”;

WHEREAS, FC-CIS is a non-profit organization that is equipped to partner with the ACCGov to enable ACCGov to provide services to the citizens of Athens-Clarke County related to utilizing Neighborhood Leaders to support community engagement and navigation for ACCGov’s desire to address poverty, social disparity, and wealth inequality; and

WHEREAS, on June 25, 2020, the Mayor and Commission approved the FY21 Operating and Capital Budgets for ACCGov, which included \$750,000 of the General Fund Balance for the continuation of the neighborhood leaders program; and

WHEREAS, on July 7, 2020, the Mayor and Commission approved the transfer of \$3 million from the “Prosperity Package” to the “Resiliency Package” for the purpose of providing emergency assistance to those affected by the COVID-19 Pandemic; and

WHEREAS, on June 15, 2021, the Mayor and Commission approved the FY22 Operating and Capital Budgets for ACCGov, which included \$750,000 of the General Fund Balance for the continuation of the neighborhood leaders program; and

WHEREAS, ACCGov desires to utilize General Fund Operating and Capital Budgets for the purposes of renewing an agreement with FC-CIS to enable ACCGov to offer to its area citizens all of the advantages of the utilization of the neighborhood leaders program as described herein; and

WHEREAS, ACCGov and FC-CIS deem it desirable to enter into a written agreement related to the neighborhood leaders program setting forth the respective privileges, obligations, and duties of the parties hereto; defining the services and privileges granted; and detailing the terms and conditions and considerations on which they are granted;

NOW, THEREFORE, ACCGov and FC-CIS, agree to be mutually bound by the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1) General Scope

- a) Utilizing funds provided by ACCGov, FC-CIS will hire a Neighborhood Leaders Project Director and the identified number of Neighborhood Leaders as described in Exhibit “A” Scope of Services (identified to be 16 Neighborhood Leaders as of the date of execution of this Contract), attached hereto and incorporated herein by reference.
- b) FC-CIS may at its own initiative use the ACCGov funding for the Neighborhood Leaders Program as a match to secure grants and donations to expand or enhance the program. ACCGov and FC-CIS agree and acknowledge that funds provided pursuant to this agreement are *not* authorized to pay for Neighborhood Leaders that are fully-funded by non-ACCGov sources. In no case, shall FC-CIS duplicate funding sources in a manner where a salary, service, purchase, or other expense is provided with overlapping funding from two or more sources; for example, the salary of the Project Director cannot be paid at 100% by a non-ACCGov source while also being credited as an eligible expense for funding from ACCGov, however the Project Director can be funded 50% from each source. FC-CIS agrees that there shall be no comingling of funding provided by non-ACCGov sources and ACCGov, and that separate records shall be kept for each funding source. The monthly expense reports for ACCGov funding shall only reflect eligible expenses as identified in Exhibit “A” Scope of Services and Exhibit “B” Project Budget. The terms of this Agreement shall control to the extent that any terms in Exhibit “A” may be inconsistent with the express provisions of this Agreement.
- c) FC-CIS Neighborhood Leaders will provide resource and referral services in each of the sixteen geographic areas defined as elementary school attendance zones. These services will include information sharing and outreach and case management support.

Neighborhood Leaders will also support civic engagement, including but not limited to, voter registration and education, voting, and providing input into public processes. Neighborhood Leaders will document services utilizing a data management system for purposes of case management and reporting.

- d) FC-CIS will provide to the Mayor and Commission data and recommendations for consideration related to policy and will follow up as directed by the Manager.
- e) FC-CIS shall determine the method, details, and means of performing the services described in this Agreement. FC-CIS shall be responsible for supplying its own office space, if any. FC-CIS shall be responsible for its own office support staff, if any. Any and all personnel hired by FC-CIS, as employees, consultants, agents or otherwise (collectively, "Staff") shall be the responsibility of FC-CIS.

2) Contracting

- a) Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render ACCGov an employer, partner, agent of, or a joint venturer with FC-CIS for any purpose. None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. FC-CIS' relationship to ACCGov in the performance of services pursuant to this Agreement is that of an independent contractor. FC-CIS shall have no claim against ACCGov for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever.
- b) The consideration set forth in this Agreement shall be the sole payment for services rendered. FC-CIS shall be responsible for withholding, accruing and paying all income, social security, and other taxes and amounts required by law for the consideration to be paid by ACCGov hereunder, and all payments to Staff, if any. FC-CIS shall also be responsible for all statutory insurance and other benefits required by law for FC-CIS and Staff and all other benefits promised to Staff by FC-CIS, if any. FC-CIS shall provide ACCGov with a completed W-9 form.
- c) FC-CIS represents and warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement

between FC-CIS and any third party. Further, FC-CIS represents and warrants that it possesses the required expertise to render the services required by this Agreement. FC-CIS shall perform all services in a competent fashion in accordance with the applicable standards of the profession. FC-CIS shall make no representations, warranties, or commitments binding ACCGov without ACCGov's prior written consent.

- d) FC-CIS shall submit to ACCGov monthly reports, with data on presentations, tabling, other outreach, case management caseload, services accessed, outputs, and outcomes no later than the 10th business day of the following month.

3) Term and Budget

- a) This Agreement shall be effective for a term beginning on July 1, 2022, and running through June 30, 2023, unless terminated earlier in accordance with this Agreement.
- b) This Agreement shall automatically renew for a period of up to four (4) additional one year periods, unless terminated earlier in accordance with this Agreement.
- c) The total approved budget, detailed in Exhibit "B," shall be paid by ACCGov to FC-CIS in advanced installment payments as outlined in Exhibit "C", Schedule of Advanced Payments. Except for as otherwise detailed in the Service Modification Section below, the total budget amount shall not be exceeded without approval of the Mayor and Commission. No later than the 10th day of each month, FC-CIS shall submit to ACCGov's Manager, or his/her designee, monthly financial reports for all expenditures under this Agreement. Any amounts paid by ACCGov for a specified time period and not expended by FC-CIS shall be reimbursed to ACCGov unless ACCGov's Manager, or his/her designee, authorizes said amounts being applied to a subsequent time period. FC-CIS agrees to submit the final expenditure report on this Agreement no later than thirty days following the contract termination date.
- d) ACCGov may reduce or withhold future monthly payments as listed in Exhibit "C" if the cumulative expenses reported by FC-CIS account for less than 80% of the funds already disbursed to the contractor. Any funds reduced or withheld in one monthly period may be eligible for distribution in an upcoming monthly period to account for increased work and/or expenses of the Neighborhood Leaders Program. In no case will unexpended

funds from one fiscal year (June 30 – July 1) be eligible for use in future fiscal years under this Agreement.

4) Legal and Fiscal Compliance

- a) FC-CIS shall, if applicable, ensure that the agency complies with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 through § 50-14-6, and the Georgia Open Records Act, O.C.G.A. § 50-18-70 through § 50-18-77.
- b) FC-CIS shall have an audit made at least annually by a certified public accountant that shall also prepare and furnish a management letter as an adjunct thereto. Such audit shall be accomplished as soon as practicable after the end of each fiscal year of each agency receiving funds from ACCGov and a copy thereof furnished to the ACCGov Manager along with a copy of the management letter not later than one hundred and twenty days following the end of the fiscal year. For good cause shown to the finance director, time for filing the audit report and management letter with the ACCGov Manager may be extended. ACCGov will cause a review of the audit to be made and will report to the agency involved any findings that it discovers related to the management of public funds entrusted to it. ACCGov reserves the right to suspend further payments in the event an agency fails to properly file a timely and complete audit report and management letter prepared by a certified public accountant.
- c) FC-CIS shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all ACCGov funds. This maintenance requirement extends to the books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, consultant and contractor payroll records, cancelled checks, and related documents and records. Documentation shall be maintained in such detail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation. It is further agreed that all records relevant to the receipt of ACCGov funds will be preserved for a minimum of three years after acceptance of the agency's annual audit report, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by ACCGov, other

independent consultants or auditors under contract to the ACCGov, and/or state or federal government auditors.

5) Insurance Requirements

a) Commercial General Liability Insurance Policy (“CGL”).

FC-CIS agrees to procure and maintain a CGL covering bodily and personal injury and property damage. This policy shall name the ACCGov and its officers and employees as additional insured. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. The policy must have the following minimum limits:

\$1,000,000.00 per occurrence

\$2,000,000.00 general aggregate.

b) Business Automobile Liability Insurance (“BAP”).

FC-CIS agrees to procure and maintain a BAP with liability limits of not less than \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name ACCGov and its officers and employees as additional insured.

c) Workers’ Compensation Insurance.

FC-CIS agrees to procure workers’ compensation coverage in accordance with the statutory limits as established by Georgia law.

d) Evidence of Insurance and General Terms.

FC-CIS shall provide ACCGov with certificates of insurance evidencing the insurance required above, and satisfactory to ACCGov, prior to commencing work under this Agreement. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of “A” or better and with a financial size rating of Class V or larger.

e) Obligation to Verify Insurance.

ACCGov shall be under no obligation to ensure that FC-CIS, or any subcontractor, complies with the insurance requirements of this Agreement, and FC-CIS agrees to assume all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations. FC-CIS further agrees to indemnify and hold harmless ACCGov for any claims arising from FC-CIS's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

f) Indemnity

FC-CIS hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect, and hold ACCGov, its officers, elected officials, and employees, (collectively, "Releasees"), harmless from any and all claims, demands, liabilities, losses, costs, or expenses, including attorneys' fees, for any loss or damage and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of FC-CIS, its agents, employees, subcontractors, or others working at the direction or on behalf of FC-CIS. FC-CIS shall not be required to indemnify, protect and hold harmless ACCGov for loss or damage resulting solely from Releasees' negligence. FC-CIS's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

6) Modifications and Termination

- a) Either party may terminate this Agreement for convenience effective upon sixty (60) days' written notice of termination to the other party. Either party may in its discretion terminate this Agreement for cause if the other party materially breaches this Agreement by failing in a material way to perform its obligations under this Agreement and thereafter fails to cure such default upon ten (10) days written notice. ACCGov may suspend or terminate this Agreement immediately upon delivery of written notice to FC-CIS if ACCGov loses funding or discovers any credible allegations of illegal conduct on the part of FC-CIS. In the event of termination of this Agreement prior to the end of the term, FC-CIS shall immediately return to ACCGov all property valued at \$100 or more per unit, purchased pursuant to this Agreement and any unexpended portion of the funds received by FC-CIS.

- b) Minor Scope Modifications: Over the five year cumulative period of this Agreement, the Mayor and Commission may from time to time increase or decrease funding available for the Neighborhood Leaders Program. If this occurs, the ACCGov Manager may work to amend the Scope of Services (Exhibit A), the Total Budget (Exhibit B), and/or the Payment Installment Schedule (Exhibit C) in a manner that is mutually acceptable to FC-CIS, so long as it does not substantially deviate from the intent and overarching terms of this Agreement. If the ACCGov Manager uses this provision, they will notify the Mayor and Commission of their actions using a Notice of Proposed Administrative Action. The final acceptance of a minor scope modification is formalized when the annual renewal, including an updated Scope of Services, Budget, and/or Payment Installment Schedule, is executed and notarized by both parties.
- c) Except as outlined above, this Agreement may be supplemented, amended, or revised only by written agreement between the parties executed with the same level of formality as this Agreement.

7) Other Items

- a) The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint or government and people; civil disturbances; and explosions, and acts of war.
- b) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, irrespective of conflicts of law principles. The proper venue for any dispute arising from this Agreement or its subject matter shall be in the Superior Court of Athens-Clarke County, Georgia, or if federal jurisdiction is applicable, in the U.S. District Court for the Middle District of Georgia, Athens Division.
- c) Any information or notice required to be given in writing under this Agreement may be served either by (a) hand delivery, which shall be evidenced by a signed receipt; (b)

delivering same in person to such party through a nationally recognized overnight courier service; or (c) certified United States mail, postage prepaid, return receipt requested. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to ACCGov, to:

Office of the Manager
Athens-Clarke County City Hall
301 College Avenue, Suite 303
Athens, Georgia 30601

If to FC-CIS, to:

440 Dearing Ext.
H.T. Edwards Building 2
Athens, GA 30606

- d) This Agreement in no way precludes, prevents, or restricts FC-CIS from obtaining and working under an additional contractual arrangement(s) with other parties, assuming that the contractual work in no way impedes FC-CIS's ability to perform the services required under this Agreement. FC-CIS warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Agreement. FC-CIS further agrees that there is no financial interest involved on the part of any officers, Board of County Commissioners, or employees of ACCGov or on the part of any FC-CIS employees, officers, or agents involved in the development of the specifications or the negotiation of this Agreement. FC-CIS affirms that it has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee, or someone in his or her immediate family, will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. FC-CIS shall report the discovery of any conflict or potential conflict of interest to ACCGov within forty-eight hours of becoming aware of such conflict or potential conflict. Should a conflict of interest be discovered during the term of this Agreement, ACCGov may exercise any right under this Agreement including requiring repayment of funds and termination of the Agreement. FC-CIS shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, and/or agents engaged in the management and execution of this Agreement. No employee, officer, or

agent of FC-CIS shall participate in the management or implementation of this Agreement if a conflict of interest, real or apparent, would be involved.

- e) The parties expressly agree that this Agreement shall not be assigned by FC-CIS without the prior written approval of ACCGov. FC-CIS may not subcontract any of the services agreed to in this Agreement without the express written consent of ACCGov. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement. FC-CIS is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.
- f) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- g) This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces all previous and contemporaneous communications, representations, negotiations, discussions, agreements, or understandings, whether oral or written, between them with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, each of which shall be an original, the day and year first above written.

**UNIFIED GOVERNMENT OF ATHENS-CLARKE
ACCGOV, GEORGIA**

BY: _____
Kelly Girtz, Mayor

DATE: _____

ATTEST: _____
Gloria J. Spratlin, Clerk of Commission

DATE: _____

**FAMILY CONNECTION-COMMUNITIES IN SCHOOLS
OF ATHENS, INC.**

BY: _____
Tim Johnson, Executive Director

DATE: _____

ATTEST: _____

PRINTED NAME: _____

TITLE: _____

(SEAL)

Exhibit A: Scope of Services



NEIGHBORHOOD LEADERS PARTNERSHIP IN IMPLEMENTATION OF ACC PROSPERITY PACKAGE

Purpose: The partnership utilizes Family Connection-Communities In Schools Neighborhood Leaders to support community engagement and navigation for the Mayor & Commission's Prosperity Package Initiative to address poverty, social disparity, and wealth inequality in Athens-Clarke County.

Neighborhood Leaders Project Director: Full-time position to oversee the project (with Family Connection-Communities In Schools executive director), including recruiting, hiring, and training of Neighborhood Leaders; ongoing supervision; assuring of ongoing data collection and updating; timely reporting; engagement with partners; and related duties.

Neighborhood Leaders: FC-CIS Neighborhood Leaders are *of* the community, *in* the community, working *with* the community to provide ongoing support for the Mayor & Commission's Prosperity Package initiative to address poverty, social disparity, and wealth inequality in Athens-Clarke County.

The most important qualifications for the role of Neighborhood Leader are knowledge of the community (including services), life experience and cultural background that connects with those with whom they're working, interpersonal skills, and a heart for the work.

FC-CIS Neighborhood Leaders serve in each of 16 Prosperity Zones, working with residents to achieve *their* aspirations.

Neighborhood Leaders provide information, referral, navigation, case management, and community engagement for residents. They also help inform the Mayor & Commission and community partners about systemic barriers to prosperity.

The Neighborhood Leaders primarily serve their 16 zones, with flexibility as needed (for example, a Spanish-speaking Neighborhood Leader crossing zones, expertise on a particular issue, and multi-zone or community-wide events).

Through a federally funded SNAP Outreach Partnership with the Georgia Division of Family & Children Services, two additional FTE Neighborhood Leader positions serve county-wide to enroll eligible households in the federal Supplemental Nutrition Assistance Program. It also supports the 16 zone-specific Neighborhood Leaders. This partnership and others provide significant additional support for the goals of the Prosperity Package.

With an emphasis on removing barriers to economic self-sufficiency, Neighborhood Leaders help residents access services and resources, including but not limited to education (basic adult education, ESL, GED, job training), employment opportunities, early care & learning including quality child care, rent assistance/housing, support for the aging, SNAP and WIC, physical and behavioral health services, needed commodities (child & adult diapers, winter wear, work gloves, food, cell phones, school supplies, other), civic engagement (including Athens Wellbeing

Exhibit A: Scope of Services

Project, voter registration, voting, and engaging in public processes), and other. This is done in two tiers.

- Tier 1 includes group outreach – information-sharing through presentations in neighborhoods and at community gatherings, hosting resource fairs (including at the neighborhood level in neighborhoods long neglected), tabling at community events and venues, and other outreach.
- Tier 2 is individual case management support, working with (not just for) individuals of all ages and families to: identify economic and other goals, connect to needed services, access the services as appropriate (including assistance in filling out application paperwork if needed), and follow up to ascertain the status of their individual plan, if they got the service(s), what if any outcomes resulted, and to offer further assistance.

Neighborhood Leaders also engage residents in community-building. This includes providing in-the-community expertise for the Mayor and Commission, providing input into other community planning (HCD and other Unified Government departments' planning, Athens Wellbeing Project, Envision Athens, Family Connection-CIS Strategic Action Teams, other), engaging in neighborhood and other community organizations, registering to vote, voting, and other civic activities. This is incorporated into both Tier 1 and Tier 2 work.

Time period: The current version of the program launched with the Mayor & Commission funding in January 2020 with the program director and, as suggested by ACC staff, three Neighborhood Leaders, then went to scale at the beginning of March 2020. When the state of emergency was declared in that same month, Neighborhood Leaders were key respondents. They are fulfilling and exceeding expectations. The partnership has continued, and the intent is for the partnership to continue and expand as long as it continues to be effective.

Outcomes/Reporting: ACCGov has developed and maintains an online case management system for Neighborhood Leaders that includes a dashboard of data for staff and Mayor & Commission. Neighborhood Leaders will continue to utilize this system.

Reporting includes:

- Community presentations, resource fairs (Tier 1): locations, topics, numbers in attendance at each, numbers who requested Tier 2 services or other follow-up
- Case management (Tier 2): Numbers served, services to which referred, assistance provided in applying for services, numbers applying for services, numbers receiving services, follow-up supports, outcomes where applicable (e.g. employment, SNAP enrollment, et al).
- Data and recommendations for consideration related to policy (for example, barriers to access such as location, hours, and language) and follow up (suggested questions for Athens Wellbeing Project survey, and suggestions for HCD and other departmental planning, Envision Athens committees, Family Connection-CIS Strategic Action Teams, and others).

Exhibit A: Scope of Services

Neighborhood Leaders Logic Model: Community Impact Goals

Goal(s)	Inputs	Activities	Outputs	Tracked Outcomes
<p style="text-align: center;">Case Management</p>	<ul style="list-style-type: none"> • 16 FTE Neighborhood Leaders • Director of the Neighborhood Leaders • Materials and supplies from the Hub • Resource lists • Neighborhood Leader training on various resources (SNAP, WIC, unemployment, disability, EITC, housing) 	<ul style="list-style-type: none"> • NLs will submit at least 8 clientele specific case note entries weekly including a follow up contact, information sharing and resource connection • All documentation (SNAP reports, online tool submission, weekly work schedules) will be submitted to director by 5 PM on Monday of each week • Director will use Google form to track completion of case management • Have a standing agenda item for NL meetings to discuss zone specific details, events and needs • Work with individuals and families to develop action plans 	<ul style="list-style-type: none"> • # of people served • # of referrals made by agency • # of follow ups completed • # of action plans completed 	<ul style="list-style-type: none"> • % of people assisted who found employment • % of people served who secured childcare • % of people served who received health care they needed • % eligible residents served who received SNAP/WIC/unemployment/disability/EITC • % of people served who found affordable housing/ become permanently housed

Exhibit A: Scope of Services

Neighborhood Leaders Logic Model: Community Impact Goals

Goal(s)	Inputs	Activities	Outputs	Tracked Outcomes
<p align="center">Community Outreach and Information Sharing</p>	<ul style="list-style-type: none"> • 16 FTE Neighborhood Leaders • Director of the Neighborhood Leaders • Time spent planning • Supplies for meetings • Location for meetings and events • Resource or informational flyers 	<ul style="list-style-type: none"> • Host group outreach zone events (quarterly) • Host monthly community meetings • Collaborate with other agencies to host events • Zone canvassing • Presentations with or for community collaborators 	<ul style="list-style-type: none"> • # of community meetings/events held and attended • # of attendees per event/presentation held • # of surveys completed (if participating in data collection) • # of collaborations or partnerships 	<ul style="list-style-type: none"> • % of meetings/events where attendance and agenda goals were reached • % of collaborations result in long-term partnerships
<p align="center">NL Professional Development</p>	<ul style="list-style-type: none"> • 16 FTE Neighborhood Leaders • Director of the Neighborhood Leaders 	<ul style="list-style-type: none"> • Attend trainings and educational opportunities pertaining to NL job 	<ul style="list-style-type: none"> • # of certifications/training certificates NLs receive • # of opportunities presented to NLs because of their training 	<ul style="list-style-type: none"> • % of NLs who obtain training or professional development through the NL program • % of NLs promoted to other positions because of their time and training in the program

Exhibit A: Scope of Services

Neighborhood Leaders Logic Model: Community Impact Goals

Goal(s)	Inputs	Activities	Outputs	Tracked Outcomes
<p>Civic Engagement and Public Input Process</p>	<ul style="list-style-type: none"> • 16 FTE Neighborhood Leaders • Director of the Neighborhood Leaders • Commissioner for specific zone • NL Strategic Connector Groups: <ul style="list-style-type: none"> Housing – homelessness, tenant rights, eviction prevention Education – PreK, K-12, College, Post-Secondary Health & Wellness Latina/o Community Safety and Community Stability • ACCGov departments and community partners 	<ul style="list-style-type: none"> • Identify zone specific needs • NLs will meet with their commissioner to discuss zone specific needs quarterly • NLs will share public input with commissioners during their quarterly meetings • Commissioners will be invited in small groups to join NL meetings • NLs will attend various meetings in the community • NL Strategic Connector Group meetings • NLs will engage in Envision Athens work groups, FC-CIS Strategic Action Teams, Homeless Coalition, and other strategic planning • NLs will work with ACCGov departments for outreach on services and input on ways to strengthen connection and services 	<ul style="list-style-type: none"> • # of voters registered • # of committees/board positions held by NLs • # of meetings held/ attended with policy makers • # of NL full staff meetings with small group of commissioners • # of reports submitted to the Mayor and Commission with recommendations/reporting the needs for each zone • # of connector group meetings • # of solutions carried out from connector meetings • # of EA work groups, FC-CIS SATs, Homeless Coalition committees, other strategic planning with NL engagement • # of ACCGov departments partnering with NLs for outreach/engagement • ACC Mayor & Commission work session presentations from NL program • # of zone specific needs identified • # of ideas for solutions for specific needs • # of collaborations or connections made to help with need 	<ul style="list-style-type: none"> • % of eligible residents served that newly register to vote • % of identified needs met for each specific zone

Exhibit B: Project Budget

Categories	Allocation
Salaries & Benefits	\$660,000 ¹
Communications	\$12,180 ²
Organizational Insurance	\$8,568 ²
Payroll Service	\$2,652 ²
Supplies, Outreach, Equipment	\$31,600 ²
Travel & Training	\$35,000 ³
Rent	-
Subtotal	\$750,000
Indirect (@10%)	- ⁴
Project Total	\$750,000.00

Notes

1. This amount does not cover the full cost of salaries & benefits for 16 FTE Neighborhood Leaders and the program director.
2. Costs for each of these line items exceeds the amount budgeted within the \$750,000 total.
3. NLs have extensive mileage on their personal vehicles; this amount does not cover current costs. We would also like to add NLs attendance at National Bridge Out of Poverty conference and biennial state Family Connection conference, but those are not included.
4. We have significant additional costs resulting from the program – financial accounting, audit, and others – not included here.

Exhibit C: Schedule of Advance Payments

Date	Amount
July 15, 2022	\$62,500.00
August 15, 2022	\$62,500.00
September 15, 2022	\$62,500.00
October 15, 2022	\$62,500.00
November 15, 2022	\$62,500.00
December 15, 2022	\$62,500.00
January 15, 2023	\$62,500.00
February 15, 2023	\$62,500.00
March 15, 2023	\$62,500.00
April 15, 2023	\$62,500.00
May 15, 2023	\$62,500.00
June 15, 2023	\$62,500.00
Project Total	\$750,000.00

FIRST AMENDMENT TO AGREEMENT BETWEEN FAMILY CONNECTION-COMMUNITES IN SCHOOLS OF ATHENS, INC., AND THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, FOR THE NEIGHBORHOOD LEADERS PROGRAM

THIS FIRST AMENDMENT (the "Amendment") entered into this ____ day of _____, 20__ by and between FAMILY CONNECTION-COMMUNITES IN SCHOOLS OF ATHENS, INC. ("FC-CIS"), and THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, a body politic and corporate and a political subdivision of the State of Georgia, (the "ACCGov") (hereinafter each shall be referred to as a "Party" or together as the "Parties") shall amend, change, and modify the Agreement between FC-CIS and ACCGov entered into on December 13, 2019, (the "Contract") as set forth below.

WHEREAS, the Contract was entered into to provide for the funding and operations of the Neighborhood Leaders Program;

WHEREAS, the Contract was originally drafted to include a provision that would allow it to automatically renew each year unless the Mayor and Commission took affirmative action to terminate the Contract; however, during the Mayor and Commission meeting approving the contract, the Commissioners agreed to remove that provision from the Contract;

WHEREAS, Housing and Community Development staff, mistakenly believing that the omitted provision regarding automatic renewals remained in the final executed Contract, moved forward as if the Contract had automatically renewed on both December 31, 2020, and December 31, 2021;

WHEREAS, FC-CIS relied on the belief that the contract had automatically renewed and have consistently provided services via the Neighborhood Leaders Program as outlined in the Contract;

WHEREAS, the Parties now wish to memorialize this essential extension of services from December 31, 2020, to June 30, 2022, in recognition of the work that FC-CIS has done and continues to do in reliance upon the original Contract and plans to continue to do until a new agreement goes into effect on July 1, 2022;

WHEREAS, the Contract can be extended by mutual written agreement of the Parties; and

WHEREAS, the Parties wish to now modify the Contract to provide for an extension of funding for the Neighborhood Leaders Program.

NOW, THEREFORE, the Parties agree to be mutually bound by the terms and conditions of this Amendment, notwithstanding anything in the Contract to the contrary, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Section 8 of the Contract shall be modified by striking the paragraph entirely and replacing it with the following language:

This Agreement shall be effective for a term beginning on December 4, 2019, and running through June 30, 2022, unless terminated earlier in accordance with the applicable terms and conditions. The Agreement may only be extended by written mutual agreement of the parties hereto.

All other terms and conditions of the Contract, except those expressly modified herein, shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

FAMILY CONNECTION-COMMUNITIES IN SCHOOLS OF ATHENS, INC.:

BY: _____ **DATE:** _____

PRINTED NAME & TITLE: _____

ATTEST: _____ **DATE:** _____

PRINTED NAME & TITLE: _____

(SEAL)

UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA:

BY: _____ **DATE:** _____

PRINTED NAME: Mayor Kelly Girtz

ATTEST: _____ **DATE:** _____

PRINTED NAME: _Gloria J. Spratlin_

TITLE: __Clerk of Commission_____

(SEAL)