

STATE OF GEORGIA

CITY OF DEKALB

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) SUBRECIPIENT AGREEMENT

This **AGREEMENT**, made this _____-day of _____ 2023, by and between **CITY OF STONECREST, GEORGIA**, a political subdivision of the State of Georgia (the “City”) and the **DEKALB CITY SCHOOL DISTRICT**, a political subdivision of the State of Georgia (“Recipient”).

W I T N E S S E T H:

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds, which comprise the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF” program); and

WHEREAS, the eligible uses of American Rescue Plan Act funds include, but are not limited to, addressing the exacerbation of poverty and homelessness among students in schools and mental health and wellness issues among students impacted by the pandemic within City limits; and

WHEREAS, the City is the recipient of a SLFRF award from the federal government for the execution of projects and activities under ARPA and its implementing regulations 31 CFR Part 35;

WHEREAS, the Recipient has requested ARPA funds from the City to provide wraparound services and options for schools to purchase certain items to address poverty, homelessness in students, and mental health and wellness services for students impacted by the pandemic; and

WHEREAS, one of the four statutory eligible uses of a SLFRF award is to respond to the poverty and homelessness of students and mental health and wellness services for students in schools impacted by the pandemic; and

WHEREAS, the respective parties hereto wish to memorialize the terms and conditions under which the funds will be issued and the parties hereto will be bound.

NOW, THEREFORE, in consideration of the promises, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Scope of Project. The City shall, based upon the terms and conditions contained herein, grant to the Recipient the amount of one million two hundred thousand (\$1,200,000.00) in School Year 2023-2024. Recipient shall use these funds to alleviate the poverty and homelessness of its students, and the mental health and wellness of its students for DeKalb County schools qualified to receive such services and/or products located within City limits. Specifically, the Recipient shall provide wraparound services and options to purchase select items for the twelve (12) schools and its students, subject to conditions as described in Attachment “1.”

2. Accountability. The Recipient agrees to expend the funds granted by the City solely in conformance with the terms of this Agreement, and to account for said funds in accordance with generally accepted accounting principles. Any funds not expended for the purposes provided herein shall be returned to the City. Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026.

3. Disbursement of Funds. The City shall grant the Recipient funds for the School Year 2023-2024 in the amount of one million two hundred thousand dollars (\$1,200,000.00) upon receipt of this signed Agreement and the attached Addendum A and B regarding expenditure and program reporting. Funds shall be disbursed no more than 30 days after Agreement is executed.

4. Conflicts of Interest. The Recipient warrants and represents that none of the principals, agents, or employees of the Recipient have violated any applicable federal, state, or local conflict of interest laws, ordinances, rules or regulations, and that the aforementioned parties shall continuously comply with all of

the foregoing throughout the term of this Agreement. Additionally, the Recipient attests that all principals of the Recipient have certified the same.

5. Enforceable and Legally Binding Act. The Recipient certifies that it is duly organized, validly existing and in good standing under the laws of the State of Georgia; and that it has all of the requisite power and authority to enter into this Agreement and to assume the responsibilities herein including the expenditure of funds; and that all necessary actions have been and will be taken in conformance with all applicable laws to make this Agreement and actions hereunder valid, enforceable and legally binding acts of the Recipient.

6. Monitoring and Auditing. Upon request, the Recipient agrees to provide the City with any information, documents and/or photographs the City reasonably deems necessary to monitor performance of this Agreement on a quarterly basis. Quarterly basis is herein described as every three (3) calendar months, beginning from the effective date of this Agreement. The Recipient agrees to maintain proper and accurate books, records and accounts reflecting its administration of funds provided under this Agreement and compliance with all applicable laws. Such documentation shall be retained for at least five (5) years from the completion of said project and shall be made promptly available to the City upon request. The Recipient further agrees that an accounting of funds provided under this Agreement shall be included in the next regularly scheduled audit or financial statement of the Recipient and any future audits or financial statements until all expenditures of funds provided under this Agreement have been accounted for. The Recipient acknowledges and agrees that any unresolved findings of the City concerning expenditure of project funds, whether based on an audit report, financial statement, project completion report or independent investigation of the City, shall preclude the Recipient from applying for or receiving any further grants or other funds from the City, until such findings are resolved to the reasonable satisfaction of the City.

7. No Agency or Partnership. Nothing herein nor any actions of the parties hereto or their agents or employees shall create any agency relationship, partnership or joint venture, between the City and the Recipient. The City is not an agent or representative of the Recipient. The Recipient is not an agent or representative of the City.

8. Termination. The City may terminate this Agreement, with or without cause, after providing thirty (30) business days written notice to the Recipient. If at the time of termination, any funds provided under this Agreement have not been disbursed to the Recipient such funds shall be retained by the City. Except in the case of the material breach of this Agreement and as a remedy for material breach under the terms set forth in Paragraph 9 herein, all funds provided under this Agreement prior to any termination shall be retained by the Recipient.

9. Satisfaction. In the event the City determines, after consultation with the Recipient and after providing the Recipient with written notice and a reasonable opportunity to cure, that the Recipient: (i) has failed to comply with the terms of this Agreement in a timely manner, (ii) has failed to complete all or a portion of the actions required under the Agreement; (iii) has acted in any way contrary to the purposes for which the grant was awarded; or (iv) has violated any federal, state, or local law, ordinance or regulation, Recipient shall be required to return to the City all funds disbursed under this Agreement, upon written request.

10. Prohibition on Sectarian Aid.

(a) One of the constraints imposed by the Georgia Constitution on the implementation of grants through private parties is the prohibition against sectarian aid. Specifically, “No money shall ever be taken from the public treasury, directly or indirectly, in aid of any church, sect, cult, or religious denomination or of any sectarian institution.”

(b) Without limiting any other provision of this grant agreement, it is the responsibility of the Recipient to comply with this prohibition and to conduct such factual inquiries as may be reasonably

necessary to enforce it, and the Recipient's acceptance of this grant constitutes a promise to do so. No act or failure to act by the City in this regard will waive the requirement of compliance or prevent the City from asserting noncompliance.

11. Funding restrictions

The City is awarding funds to the Recipient for the purpose of addressing specific needs of their students.

ARPA funds cannot be used to:

- (a) Payoff debt
- (b) Fund pension accounts
- (c) Match other federal grants
- (d) Satisfy a judgment or settlement
- (e) Contribute to a "rainy day" fund

12. Mandatory Reporting. As a condition of receipt of any and all grant amounts and funds conveyed through the Terms herein of this Agreement, the Parties mutually agree that Recipient shall be required to file quarterly, or otherwise upon written request by the City, a report(s) with the City of Stonecrest.

Such reports shall be submitted monthly and quarterly by Recipient through email, and expenditure reports are due to the City by 4 P.M. beginning the first quarter of CY2024 and quarterly thereafter. Should the City request in writing a report(s) described in this paragraph herein on dates other than those specified above, the City shall provide at least fourteen (14) business days advance written notice. Failure to keep and maintain records and/or failure to provide a report(s) on the aforementioned specific dates, or any other dates requested by the City, with the requisite advance written notice, shall constitute a material breach of this Agreement on the part of Recipient.

13. Indemnification.

(a) To the extent authorized by law, Recipient shall indemnify, defend, save and otherwise hold harmless the City, its elected and appointed officials, departments, agencies, boards, authorities,

directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection within the scope of this Agreement, except to the extent that such loss results from the negligence of the City. Recipient shall protect the City from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Recipient. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Recipient shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Recipient shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of the City, its departments, all elected and appointed officials, to include, but not limited to, its commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Agreement.

(b) To the extent authorized by law, the City shall indemnify, defend, save and otherwise hold harmless Recipient, its directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection within the scope of this Agreement, except to the extent that such loss results from the negligence of Recipient. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of the City to conform to any federal, state or local law, statute,

ordinance, rule, regulation or court decree. The City shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

14. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless both parties have agreed to the modification in writing.

16. Governing law and Venue. This Agreement shall be governed in all respects by the laws of the State of Georgia. The venue for any disputes arising from this agreement shall be a court of competent jurisdiction located in DeKalb County, Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first above written.

{Signatures on the following page}

CITY OF STONECREST, GEORGIA

Attest:

Sonya Isom, **Clerk**

By: _____ (SEAL)
Jazzmin Cobble, **Mayor**

APPROVED AS TO FORM:

City Attorney: _____

DEKALB COUNTY SCHOOL DISTRICT

Attest:

By: _____
Dr. Devon Q. Horton Superintendent

(SEAL)

ATTACHMENT 1
WRAPAROUND SERVICES & OPTION TO PURCHASE

Recipient shall use a portion of the funds provided by the City of Stonecrest via the American Rescue Plan Act to provide the following wraparound services to the twelve (12) schools located within City of Stonecrest limits as follows:

1. Zen Den/Mindfulness Room – for students with manipulatives

Recipient shall also provide a portion of the funds provided by the City of Stonecrest via the American Rescue Act to schools located within City of Stonecrest limits qualified as a “High Poverty” school¹, the option to purchase the following items for its students:

1. Clear book bags
2. Composition notebooks
3. Pens and pencils
4. Highlighters
5. Glue sticks
6. Pocket folders
7. Student organizers/agendas
8. 2” binders
9. Deodorant
10. Girls’ underwear in various sizes

For high schools with a Student and Family Engagement Center (“SAFE”) within City of Stonecrest limits, the items listed above will be free of charge and made available for students at the SAFE center. SAFE centers provide academic, social & emotional support and wraparound services for the students.

¹ To claim under these expenditure categories the school must be a high poverty school, or the service must be directed to children from low-income households. The services listed in the agreement do not seem to be focused on students from low-income households, so the services, as described, are only eligible if the school is a high poverty school. There are three ways to identify a school as high poverty:

- School is a Title I school
- School is in a QCT
- 75% or more of the students are eligible for free and reduced lunch

Low-poverty schools are defined as public schools where 25.0 percent or less of the students are eligible for FRPL. Mid-low poverty schools are those where 25.1 to 50.0 percent of the students are eligible for FRPL. Mid-high poverty schools are those where 50.1 to 75.0 percent of the students are eligible for FRPL. High-poverty schools are those where more than 75.0 percent of the students are eligible for FRPL." (U.S. Department of Education, National Center for Education Statistics) <https://nces.ed.gov/fastfacts/display.asp?id=898#:~:text=In%20the%20United%20States%2C1,concentration%20of%20low%2Dincome%20students>.

ADDENDUM "A"
EXPENDITURE

Financial Reporting Requirements: Recipients must follow all rules when accepting grant funds from the city. These grants funds are subject to an annual audit. **I certify that my public or private organization:**

- Will use ARPA funds according to the ARPA Subrecipient Agreement,
- Will provide all required reports to the City Council in a timely manner,
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled checks – front and back, invoices, receipts, etc.) on all expenditures for a minimum of _____ years after end of program,
- Will provide complete documentation of funds expended, to the city, on the required quarterly basis,
- Will allow for review by the City Council if required.

Please check Have read, understand and agree to abide by the requirements listed above.

Organization Name: _____

Title: _____

Signature: _____

Date: _____

Address: _____

City/State/Zip: _____

ADDENDUM “B” PROGRAM REPORTING

Project overview

- *A description of the project includes an overview of the project's main activities, the approximate timeline, primary delivery mechanisms, and partners, if applicable, and intended outcomes.*
- *How the project contributes to addressing the performance of each service defined in the project's scope.*

Use of Evidence

- *Briefly describe the goals of the project, and whether ARPA funds are being used for evidence-based interventions, the evidence base for the interventions, and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. If a recipient is conducting a program evaluation in lieu of reporting the amount of spending on evidence-based interventions, they must describe the evaluation design.*
- *Identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project.*

Performance Report

- *For the Project Inventories, include key performance indicators for your jurisdiction’s major SLFRF-funded projects. Report key performance indicators for each project or group projects with substantially similar goals and the same outcome measures. Jurisdictions may choose to include some indicators for each individual project as well as crosscutting indicators. Include both output and outcome measures.*
- *In addition, you must include the mandatory performance indicators if your jurisdiction has projects in the relevant areas. Provide data disaggregated by race, ethnicity, gender, income, and other relevant factors, if possible. Each annual report should include updated data for the performance period and prior period data.*
 - a. *Education Assistance (EC 3.1-3.5):*
 - *Provide academic, emotional, and socioeconomic support, including additional wraparound services for students such as but not limited to:*
 - *Food Panty*
 - *Clothing Closet*
 - *School Supplies*
 - b. *Healthy Childhood Environments (EC 3.6-3.9):*
 - *Mental Health Services such as but not limited to:*
 - *Zen Den/Mindfulness Room – for students with manipulatives*
 - *De-escalation Room – Serves as an area where students can de-escalate from their current emotional state.*