

Sandy Springs Annexation Meeting. . .Monday, January 10th  
10:00 a.m. Committee Room #1:

Henry Bowden  
Jimmy Little  
Charles Davis  
Ray Nixon  
Chief Hildebrand  
Dr. Jacobs  
Jack Delius  
Collier Gladin  
Superintendent Beerman  
Captain Marler  
Stafford Graydon  
Dr. Letson  
Charlie Henson  
Don Gaines  
Paul Weir  
Curtis Driskell  
Earl Landers

MINUTES OF MEETING ON SANDY SPRINGS  
CITIZENS AND SOUTHERN BANK BUILDING  
10:00 A. M. , JANUARY 4, 1966

Present were:

Mayor Ivan Allen, Jr.	George Ivey, Jr. Sandy Springs
Earl Landers, Administrative Assistant to Mayor	Frank Love, Sandy Springs
Rep. Jack Etheridge, Chairman, Fulton County delegation	Hollis Cobb, Sandy Springs
Milton Farris, Atlanta Board of Aldermen	F. M. (Buddy) Griffin, Sandy Springs
Ferrin Y. Matthews, Office of City Attorney	George Vandernort, Sandy Springs
	Curtis H. Driskell, Atlanta Chamber of Commerce

Introductory remarks by Mayor Allen opened the meeting. He commented on the land area, population density, urban services, special problems and other factors involved in the possible inclusion of the three areas of Sandy Springs -- A, B, and C -- as part of the city. He cited the lower density of population in Areas B and C and said extending certain services to Area C would be particularly expensive to the city.

Sandy Springs representatives expressed the unanimous feeling that the entire area defined as Sandy Springs should be included in any annexation effort if it is to be successful. Inclusion of any less would be short-sighted, they said, for several reasons:

1. About 75 per cent of the area not now developed is already planned for development, and more planning is being done all the time.
2. Population is increasing in Areas B and C at a rate equal to, or ahead of, Area A. Some of the finest new homes are being built in Areas B and C.
3. The Chattahoochee River, which bounds Sandy Springs on the west and north, would serve as a natural boundary and better than an arbitrary line set on another basis.
4. Psychologically, taking part of the area and leaving the rest outside the city would create a "no-man's land" and possibly would damage the community closeness presently felt by Sandy Springs residents. It was brought out that Sandy Springs residents would feel less harmonious with Roswell, where some Sandy Springs children would go to school if only part of the area joined the city.

Discussion of taxes and service charges followed. Mr. Farris suggested that the applicable information on several hundred homes be run through computer machines to arrive at the exact taxes and service charges for these homes if located

in Sandy Springs or if located inside the city limits. He said enough representative examples should be prepared that any Sandy Springs resident could find a case closely similar to his own situation. The idea met enthusiastic approval, and Mr. Farris said he would proceed with it.

Mr. Ivey brought up a number of points of interest or concern to Sandy Springs residents, which he said were the main issues about which citizens had approached him. Each point was discussed in turn, as follows:

-- Tax assessors board -- Could Sandy Springs be offered a representative on the Joint City-County Board of Tax Assessors?

It was agreed that the area, if a part of the city, would actually be better represented on the board, since the board presently has two members from the city and one from the county. Mayor Allen said he didn't think it feasible or possible to name a new member from a specific area.

-- Library board: If Sandy Springs joined the city as a new ward, would the area automatically get a representative on the Library Board?

If a new ward, this would be automatic for one library board member, one school board member and two aldermen. Mayor Allen pointed out, though, that Sandy Springs has only about 24,000 residents, whereas some 500,000 people make up the present eight city wards, an average of about 62,000 per ward. He said some ward realignment probably would be necessary. Mr. Matthews said a proposed annexation act already drawn, at the request of Rep.-elect Rodney Cook, defines Sandy Springs as a new ward and specifically calls for a special election to name two aldermen and one school board member for the ward, to be voted on only by the residents of the area concerned.

-- Zoning and licenses: What would be the effect of the transition to city zoning requirements, and could Sandy Springs be assured representation on the Joint Zoning Board?

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Mayor Allen said the city would carry out a "status quo" position; that is, it would not attempt to alter zoning already ~~approved or business licenses already~~ approved or business licenses already issued. A business license in effect would continue and would come up for renewal as usual, unless the licensee should lose the privilege for cause. Mr. Farris said naming an alderman from a specific area to the Aldermanic Zoning Committee is not done. It was agreed, though, that possibly an understanding could be reached about the appointment of a Sandy Springs resident to the Joint Zoning Board.

-- Police protection and precinct stations: Would the city assure Sandy Springs of a precinct station?

Mr. Farris said two-way radio communications and other modern facilities are doing away with the precinct station concept instead of creating new stations. It

was brought out that Sandy Springs people seem to think a precinct station would increase their protection, and it was agreed that the question is one which should be answered in publicity about the proposed referendum. About six hours of the 24, there are no policemen on duty in Sandy Springs under present arrangements, the mayor was told. Mayor Allen commented on the overall need for additional police protection throughout the city. The city presently has about 1.5 policemen for every 1,000 population, he said, and the rest of the metropolitan area has a much lower ratio.

-- Fire protection: What would happen when Sandy Springs joined the city in the way of new fire stations, etc. ?

Mayor Allen said the Southeastern Underwriters would conduct a survey to determine the needs in Sandy Springs, and their recommendations would have to be followed for Atlanta to maintain its Class III rating. Sandy Springs presently has a Class VI rating. Preliminary investigation by the city shows the need for three new fire stations, one of which would replace the existing station, Mayor Allen said. However, the survey by the Southeastern Underwriters would be controlling. He assured Sandy Springs representatives that the city would not risk loss of its Class III rating.

-- School transportation: Sandy Springs would gain kindergartens in its public schools, but how many school children would lose their school bus transportation ?

Mr. Farris commented that it is apparent the city and county school systems will be consolidated. But he said the Atlanta Transit System could work out a program of bus transportation for the students affected, the same as the company conducts for the City of Atlanta system. Pupils pay to ride these buses.

-- Teacher benefits: Sandy Springs teachers are wondering where they would stand on their retirement programs, etc., if annexation occurs.

Mr. Landers said the Plan of Improvement spells out beyond a doubt that benefits, including retirement, follow an employee from one system to another. It was agreed, however, that this question should be answered for the teachers and that Mr. A. D. Jones of the local school teachers organization would be the logical man to handle that issue.

-- School desegregation: Is any appreciable school desegregation likely to follow annexation ?

About 30 Negro children from Sandy Springs are presently being transported to one school, and there has been no desegregation. All the children live in a rundown section, and most probably would attend the Guy Webb Elementary School, if desegregation occurred.

Mayor Allen said the city system has faced up to its responsibilities and that its policies, already in practice, would be continued throughout the city system.

He said he hoped the matter would not be an issue, but that if it became one, it would be met forthrightly.

-- Sewerage, water and garbage: Sewer service, in particular, is limited at present. Is there any way those residents without sewers, and where no sewers are immediately planned, could be relieved of sewer charges? What would happen with water service and sanitation service?

Mayor Allen said there would definitely be no sewer charges for anyone not using sewers, and there would be none until the service is used. He and Mr. Farris explained the city's revolving fund for sewers, which is used to construct sewers and then replenished by assessments on residents who tap on to the line. Those who don't tap on don't pay a dime.

Water charges (minimum bill) would be cut in half for Sandy Springs residents. This would be mostly a "plus" factor favoring the residents.

Garbage pickup schedules would be improved, rubbish collections added and sanitation charges reduced. It was agreed that the schedule of pickups should be stressed in publicity and particulars spelled out for the homeowner and the commercial user.

-- Streets, sidewalks and street lights: What changes would occur in these areas, particularly sidewalks near schools?

Property owners can petition for sidewalks and be assessed by front footage, the Mayor and Mr. Landers explained, but the city can move in without petition to construct sidewalks and assess property owners, if necessary for safety. The city builds sidewalks in front of schools at city expense.

To meet city standards, about 1,350 lights would be needed on arterial streets and about 2,800 in residential neighborhoods, Mayor Allen said. Some \$9,000 annually is being spent in Sandy Springs now for street lighting; addition of those improvements would jump the cost to about \$181,000 annually after five years.

-- Liquor stores: Sandy Springs presently has only three liquor stores, the maximum possible under county requirements. What would happen because of the difference in county and city requirements?

Mayor Allen said this is a point which should be met with purely business arguments. After some discussion, it was agreed this probably would not be a serious issue in the referendum.

The Mayor asked Mr. Driskell to serve as temporary secretary of the group and to work with Mr. Farris in compiling memoranda on (a) all available data regarding the boundary question and (b) answers to all questions brought up at this meeting, plus others that arise.

Mayor Allen said he did not want to rush into the boundary question until further study. He said he didn't know whether he could, in good conscience, commit the city to the financial burden attached to including the entire area and requested several days to consider the matter.

After further brief discussion, the meeting was adjourned.

Respectfully submitted,

Curtis H. Driskell  
Acting Secretary



# CITY OF ATLANTA

DEPARTMENT of PLANNING

700 CITY HALL

Atlanta, Georgia 30303

WYONT B. BEAN  
PLANNING ENGINEER

COLLIER B. GLADIN  
CHIEF PLANNER

## MEMORANDUM

To: Ivan Allen, Jr. Date: December 9, 1965  
From: Collier B. Gladin Subject: Sandy Springs Annexation

1. Attached is a brief discussion of facilities and services, existing and needed if the Sandy Springs area is annexed as well as some other pertinent information. Land Use is indicated on the map of North Fulton County. Area "A" is 1965 data; "B" and "C" are 1961 data.
2. Sandy Springs is primarily residential area of low density development where many Urban services are now provided by the City of Atlanta under contract with Fulton County. The City performs these services on a non-profit basis with the exception of water revenues.
3. On a dollar and cents basis, it will cost Atlanta considerable money to annex Sandy Springs. The existing level of services will have to be improved, and if this area becomes a part of the City water rates will have to be reduced, resulting in a substantial loss of revenue. As a general rule, taxes on residential properties are not adequate to offset the cost of Urban services performed for them.
4. Annexation of Sandy Springs would give Atlanta an elongated shape, roughly similar to that of Fulton County, stretching nineteen miles from the City Hall to Roswell on the north and ten miles to beyond Ben Hill in the Southwest. If Fulton County industrial area and the great southwest corporation properties are ever taken in the City, the Southwest distance becomes fourteen miles. These distances and the shape will present problems in administration, access, and communication. Ideally a circular shape of eight to ten miles would be much more economical for the taxpayer and easier to administer. An Atlanta shaped like this would have at least 200,000 more people and eighty square miles more territory, most of which would be already densely developed with a variety of land uses which would complement and support a desirable level of Urban services and facilities.
5. We will continue our efforts to secure available data on this area.

Sandy Springs Area Annexation

AREA	ROADS			AREA		POPULATION	HOUSING UNITS
	IMPROVED	UN-IMPROVED	TOTAL	ACRES	SQ. MILES		
A	110 MI.	9 MI.	119 MI.	15,446	24	19,036	5,908
B	17	7	24	4,679	7	2,380	738
C	25	9	34	4,449	7	2,380	738
TOTAL	152	25	177	24,574	38	23,796	7,384



Sandy Springs Area Annexation

Schools - Dr. Darwin Womack.....Atlanta School System

Existing Facilities -

The area is presently served by the Fulton County School Board which is having its financial problems. Both the City School System and the County School System have some shortage of high school facilities on the north side.

Needs -

If Sandy Springs is annexed, the annexation should extend far enough north to include the North Springs High School and the Morgan Falls Elementary School. To do this, a suitable boundary would be the power line running east and west along the north side of Land Lots 21, 31, 75 and 85. The Atlanta School Department favors the annexation of Sandy Springs.

Sandy Springs Area Annexation

Parks Department - A. P. Brindley

Existing Facilities -

None.

Needs -

One community park between twelve (12) and thirty (30) acres.  
Estimated cost of land, \$250,000 (25 acres at \$10,000 an acre).  
Development of this park would cost from \$200,000 to \$300,000. It is possible that federal funds may be available up to 50% for both acquisition and development. No estimate is made at this time of the need for neighborhood parks and playgrounds.  
If the Community park is acquired and developed some additional personnel will be necessary to carry on the recreation program.

Sandy Springs Area Annexation

Sanitary Service - Mr. Roy Wood - Sanitary Department

Existing Service -

Garbage collection is presently performed by the City under contract with the County for residence in the area north to Abernathy Road. This area is designated as a sanitary district and homeowners are taxed by Fulton County for this service. Businesses are charged on a sliding scale up to \$1,000 for collection.

Needs -

If the area is annexed, some improvement would be necessary over the present level of sanitary service. A sanitary landfill and a bulldozer would have to be acquired and a bulldozer operator provided. There would be two additional garbage trucks needed with crews if the area north of Dalryrne Road (Area B and C) is included. To serve Area A two street sweepers and six trash trucks with crews will be needed. Areas B and C will require one sweeper and three trash trucks. An additional animal truck will be needed in the event of any annexation in the area.

Sandy Springs Area Annexation

Sewer Division, Construction Department - Bob Morriss

Existing Facilities -

Area A -

The basic system of trunks and treatment plants are in existence as this area is served within the Nancy Creek drainage basin.

Area B -

Developed areas are served by the Marsh Creek treatment plant and trunk. Undeveloped areas presently do not have sewers or treatment available.

Area C -

Consists of many small drainage basins of 500 acres or less. Served only by septic tanks.

Needed Facilities -

Area A -

The problem here is the development of laterals and outfalls, however, very little difficulty or excessive expense is anticipated in the long run.

Area B -

For the developed areas, the need for outfalls and laterals exists to some extent but does not present a major difficulty. No treatment facilities are available at present for undeveloped areas, however, it is anticipated that when necessary sewage

Sandy Springs Area Annexation  
Sewer Division, Continued

could be pumped to a Fulton County plant on the north side of the Chattahoochee River.

Area C -

The treatment of sewage in this area presents nothing but problems due to the rough topography. The only probable solution is a low density of development with septic tanks.

General Comment -

The annexation of Areas A and B would facilitate a comprehensive approach by the City to the sewer problems of the area and the surrounding metropolitan area also.

Sandy Springs Area Annexation

Police Department - Chief Jenkins

Existing Facilities -

The Atlanta Police Department under contract with Fulton County now serves the entire area in question enforcing State laws.

Needs -

In the event of annexation, City Ordinances would come into effect, which might require additional personnel.

If the precinct system were to be established, this area would need a precinct station, otherwise, existing facilities would suffice.

Distance from City Hall and Police Station to center of Sandy Springs is approximately 13 miles; to the Chattahoochee, 19 miles.

Sandy Springs Area Annexation

Fire Department - Chief Hildebrand

Existing Facilities -

One station--substandard--which is not well located. Two existing engines which need replacement. Service now provided by City under contract.

Needs (Approximate) -

3 new stations--one of which would be a replacement for existing one.

1 new engine and ladder truck.

Replace two existing engines.

Hire 28 additional men, 3 supervisors and 1 batallion chief.

General -

In the final analysis, a survey would have to be made by the Southeastern Fire Underwriters. We would have to follow their recommendations to maintain our Class III rating; therefore, the above is subject to revision. The Underwriters would not undertake this study until annexation became a reality.

Sandy Springs Area Annexation

Building Inspectors Department - Mr. Moon

Existing Service -

Fulton County presently administers construction codes in the area and issues building permits.

Needs -

Upon annexation by the City, the Building Inspectors Department estimates and two and perhaps three new building inspectors would be necessary because of the large area (approximately 40 square miles) and distance from the City Hall. An additional plumbing and electrical inspector would also be required.



Sandy Springs Area Annexation

Library - Mrs. Soul.....Extension Service

Existing Facilities -

The City of Atlanta operates a branch library for Fulton County in Sandy Springs. There are also two bookmobiles that serve the area. Service now provided by City under contract.

Needs -

The area is adequately served and there would be no immediate need to increase the level of service.

Sandy Springs Area Annexation

Street Lights - George Timbert - Traffic Engineers Department

Existing Facilities -

Fulton County presently provides ninety high level illumination street lights on portions of the twenty-seven miles of arterial streets.

One hundred and twelve lights are provided on residential streets.

All are of the mercury vapor type. Cost to the county is approximately \$9,000 annually. There are eight traffic signals now in operation.

Needed -

To bring the area up to the desirable standard which is being strived for, but not yet reached in the present City, would cost approximately \$181,000 annually at the end of five years. On this basis, approximately 1350 street light units suitable for arterials or 2800 units suitable for residential streets would be installed.

Street signs and marking would cost approximately \$12,000 annually. The need for additional traffic signals has not been determined.

Sandy Springs Area Annexation

Hospitals - Mr. Taylor.....Community Council of Atlanta Area, Inc.

Existing Facilities -

None.

Needs -

A hospital is needed to serve this area and North DeKalb, Western Gwinnett and all of north Fulton County as well. The hospital should have a minimum of 150 beds and 200 is the recommended figure. Northside Hospital Association has acquired a very convenient site at the intersection of I-285 and Peachtree-Dunwoody Road, however, money appears to be a problem. The development of the old V. A. Hospital site on Peachtree Road for a hospital is a possibility and such a facility could serve Sandy Springs fairly well.

Population

50,000

45,000

40,000

35,000

30,000

25,000

20,000

15,000

10,000

5,000

0

1940

1950

1960

1970

1980

1990

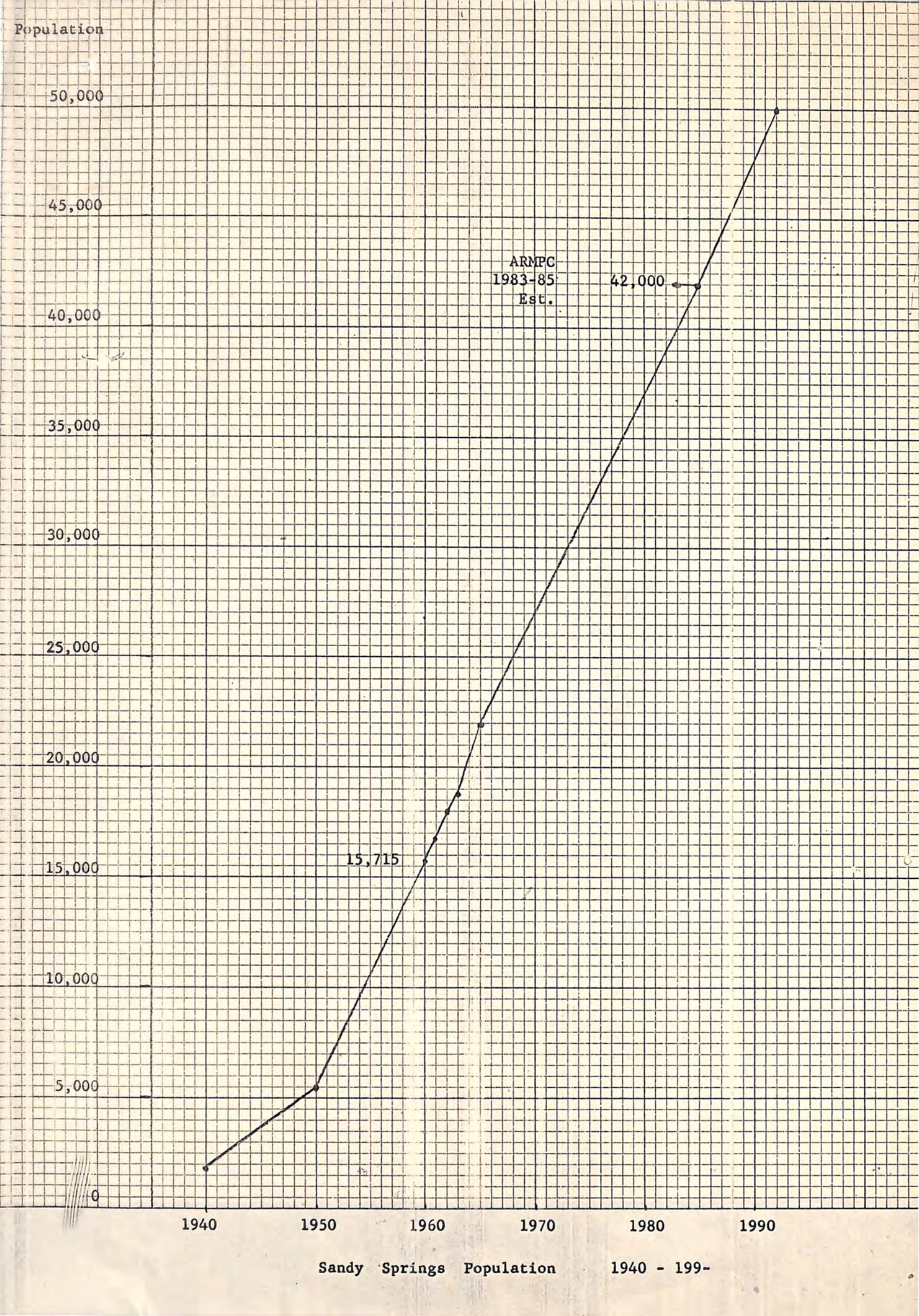
ARMPC  
1983-85  
Est.

42,000

15,715

Sandy Springs Population

1940 - 199-





## NEWS RELEASE

from the ATLANTA CHAMBER OF COMMERCE      TELEPHONE: 521-0845

FOR RELEASE 4:00 P. M. SATURDAY

The Atlanta Chamber of Commerce Board of Directors Saturday declared its support of an extension of the Atlanta city limits to include all or part of the North Fulton County area of Sandy Springs.

In a resolution setting out its position, the Board said it is apparent that the inclusion of Sandy Springs as part of the city would be of mutual benefit to that community and the City of Atlanta.

The Board said such a move should be based on a favorable expression on the part of the residents involved. It recommended that the residents of Sandy Springs be given the opportunity in a referendum during 1966 to express their preference on whether their area should become part of the city.

The Board's resolution was announced by Pollard Turman, outgoing president of the Atlanta Chamber.

The Chamber Board urged that Sandy Springs citizens consider all aspects of the question, particularly the advantages to be gained by residents of the area, and that they accept the opportunity to join the city. "Undue delay in giving this matter thorough and complete consideration would be detrimental to the best interest of both the Sandy Springs area and the City of Atlanta," the Board added.

Cited in the resolution as advantages to Sandy Springs residents by joining the city were an improved level of urban services, such as sewers, sanitation services, and fire protection; addition of kindergartens to the public schools; parks and recreational facilities, and others.

Additionally, the Board said, Sandy Springs residents would be able to participate in the affairs of the city, around which many of their activities and interests are centered, by voting on officials and programs undertaken by the city.

The actual increase in cost to residents for improved services and other advantages would be moderate, the Board said. Although the ad valorem taxes on homes would be higher, this would be partially offset by reduced service charges and lower fire insurance rates, once fire protection facilities had been upgraded to City of Atlanta standards.

Based on the latest available information, the Board found that the owner of a typical single-family frame residence, with a value of \$20,000 and located on a 100-foot lot, would pay only about \$38.00 more annually. Taxes and service charges would be about \$64.00 higher but fire insurance rates some \$26.00 lower.

December 31, 1965

A RESOLUTION  
ATLANTA CHAMBER OF COMMERCE  
BOARD OF DIRECTORS

The Atlanta Chamber of Commerce Board of Directors has long been vitally concerned with the orderly and intelligent growth of the City of Atlanta, recognizing full well the city's role and responsibilities as the heart of a great and growing metropolitan area. The Board recognizes further that the growth and progress of the entire five-county area have been, and will be in the future, directly related to the well-being and continued healthy growth of the city itself.

The needs of the city and of the surrounding metropolitan area -- economic, educational, cultural, recreational and others -- have been given attentive study by the Atlanta Chamber, and its utmost efforts have been devoted to insuring that those needs are met to the benefit and best possible advantage of all citizens.

As with other needs and problems, the Atlanta Chamber has studied and weighed carefully the benefits inherent in the orderly extension of the city's boundaries to include as part of the city certain areas adjacent to the present boundaries, and where a substantial number of citizens already have expressed a desire for the opportunity to become part of the city.

More specifically, the Atlanta Chamber has studied the feasibility of extending the city's boundaries, provided there is a favorable expression on the part of the residents involved, to include some portion or all of the unincorporated area of North Fulton County known as Sandy Springs.

The findings of the Board of Directors on this matter are as follows:

1. Sandy Springs is an area of some forty square miles and is primarily of residential development, where some 24,000 citizens reside. A large portion of these citizens earn their livelihood at jobs within the city of Atlanta, depend on the city for many of their urban services, and avail themselves of city facilities and other advantages offered by their proximity to a metropolitan center.
2. In spite of their contributions in other ways to the progress of the city and their dependence on the city for many things, the residents of Sandy Springs are unable to participate in the affairs of the city by helping to select city officials or by voting on programs undertaken by the city, around which most of their activities and interests are centered.
3. The urban services provided to the residents of Sandy Springs, rendered for the most part by the City of Atlanta on a contract basis, are not of the same high level as similar services rendered to residents of the corporate city. Even so, some of these services of necessity cost more for the Sandy Springs resident than a resident of the City of Atlanta. The City of Atlanta receives no ad valorem taxes from Sandy Springs residents, or from any other residents outside present city boundaries.

4. Inclusion of any portion, or the entire area of Sandy Springs as part of the city would result in considerable initial expense to the city because of the necessity of improving the existing level of services to the area, particularly in the extension of sewer service to some areas and in the upgrading of fire protection and sanitation service. A substantial loss of revenue would be incurred by the city because of a subsequent reduction in water rates to these residents. The city's collections of ad valorem taxes within the area would not be nearly adequate to offset the increased costs of providing improved urban services.

5. In addition to improved urban services, Sandy Springs residents would realize other benefits, such as the addition of kindergartens to their schools, parks and recreational facilities, and others.

6. The actual increase in cost to Sandy Springs residents for these improved services would be moderate. A higher rate of ad valorem taxes would be partly offset by reduced service charges, and further offset by a reduction in fire insurance rates, once the fire protection facilities of the area had been upgraded to the standards of the City of Atlanta.

(EXAMPLE: Based on the latest information available to us today, a typical Sandy Springs single-family frame residence, with a market value of \$20,000 and located on a 100-foot lot, would cost its owner only about \$38.00 more annually, or about \$3.00 per month, if located inside the City of Atlanta. Total taxes and service charges on this home would be \$64.00 higher but fire insurance rates about \$26.00 lower.)

7. The primary benefit to the city from addition of the area would be realized not in tax dollars, but in the contributions of the Sandy Springs citizens to the growth and progress of the city by their active participation in city affairs.

It is apparent to this Board that the inclusion of Sandy Springs as a part of the City of Atlanta would be of mutual benefit to the residents of Sandy Springs and the city. Although the change would be of significant cost to the city through the necessity of improved services to the area, the Board feels that this is a responsibility which the city should be willing to undertake.

Therefore, the Board of Directors recommends that the residents of Sandy Springs be given the opportunity, in a referendum during 1966, to express their preference on whether their area should become a part of the City of Atlanta. This referendum should be duly called by legislation introduced by the Fulton County delegation to the Georgia General Assembly.

The Board further strongly recommends that residents of Sandy Springs give this matter attentive thought, considering all aspects of the question, including those set out above, and that they accept the opportunity to join the City of Atlanta. This Board is firmly of the opinion that undue delay in giving this matter thorough and complete consideration would be detrimental to the best interest of both the Sandy Springs area and the City of Atlanta.

December 31, 1965

are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees. (Additional information, if needed, will be supplied by CDA).

13. Maintenance of Records.

The agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA or HUD to assure a proper accounting for all project funds. These records will be made available for audit purposes to the CDA, HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract.

14. Non-expendable Property.

All non-expendable property acquired for the program will revert to the CDA unless otherwise provided for, such non-expendable property being property which will not be consumed or lose its identity, and which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property acquired by the agency will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and identified as new or used. An updated signed copy of this inventory will be provided the Program Management Department of the CDA each month following a physical inventory.



15. Evaluation.

The agency agrees that the CDA may carry out monitoring and evaluation activities as determined necessary by the CDA or HUD.

16. Subcontracts.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CDA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

17. Direct Depositing of Funds.

The agency shall designate a commercial bank as the depository for the receipt of funds. The CDA shall, after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the agency directly into the designated bank account. In cases where funds are made available on an advanced basis, the agency shall require the commercial bank to secure fully all funds on deposit in excess of the amount insured by Federal or State Agency.

18. This agreement is subject to and incorporates the attached Part II, Model Cities Administration Supplementary General Conditions Governing Contracts with operating agencies and contractors.

19. The agency agrees to assist the CDA in complying with all of the "Conditions Governing Grants under Title I, Sections 105 and 107 of the Demonstration Cities and Metropolitan Development Act. of 1966."

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST:

CITY OF ATLANTA

(SEAL)

BY: \_\_\_\_\_

City Clerk

BY: \_\_\_\_\_

Mayor

APPROVED: \_\_\_\_\_

CHILD SERVICE AND FAMILY COUNSELING  
CENTER

BY: \_\_\_\_\_

Director  
Model Neighborhood Program

BY: \_\_\_\_\_

(Title)

(SEAL)

APPROVED AS TO FORM:

Associate City Attorney

OFFICE OF CITY CLERK  
CITY HALL  
ATLANTA, GEORGIA

*Model Cities*

A RESOLUTION

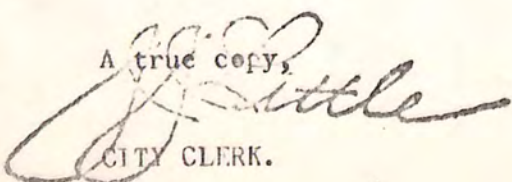
BY ALDERMEN G. EVERETT MILLICAN AND E. GREGORY GRIGGS

WHEREAS, on June 25, 1969, the Executive Board of the Model Neighborhood Program of the City of Atlanta, at a regularly called meeting, did recommend the approval by the Mayor and Board of Aldermen of a contract to be entered into by and between the City of Atlanta and Emory Community Legal Service, a copy of such proposed agreement being attached hereto, marked "Exhibit A" and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Atlanta that the Mayor of the City of Atlanta is hereby authorized to execute the said contract for and in behalf of the City of Atlanta wherein certain services to increase the legal sophistication of professionals serving the poor and neighborhood aids with limited formal education will be rendered as set forth in "Exhibit A".

ADOPTED by Board of Aldermen July 7, 1969.  
APPROVED July 9, 1969.

A true copy,

  
CITY CLERK.

STATE OF GEORGIA  
COUNTY OF FULTON

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the CITY OF ATLANTA, a municipal corporation, (Model Cities Program), hereinafter referred to as the "CDA", and Emory Community Legal Service, a non-profit corporation of the City/County of Atlanta/Fulton, State of Georgia, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the CDA on the 20th day of May, 1969, received a Grant under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 from the Office of the U. S. Department of Housing and Urban Development, hereinafter referred to as HUD, said Grant designated as HUD Grant No. ME-10-001, and

WHEREAS, pursuant to said grant the CDA is undertaking certain activities; and

WHEREAS, the CDA desires to engage the Agency to render certain assistance in such undertakings,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

1. The agency shall, in a satisfactory and proper manner as determined by the CDA, perform the following services:

EXHIBIT A

PROJECT NO. & DESCRIPTION	TOTAL BUDGET	
	SUPPLEMENTAL	NON-SUPPLEMENTAL

SS-026N Legal Education to  
Sub-Professionals

3,000

*W. B. 2,000*

(a) Increase legal sophistication of two groups working in the MNA. 1st group, professionals serving the poor; 2nd group, neighborhood aids with limited formal education, as specifically set forth in attachment marked; Exhibit A

2. Any release to the news media pertaining to the services as stated herein shall be cleared through the CDA Director prior to its release. Any publicity given to the program's project herein must recognize the Atlanta Model Neighborhood Program as the sponsoring agency, funded by the U. S. Department of Housing and Urban Development.
3. The services of the agency shall commence as soon as practicable after the execution of this contract and operate for that period of time specifically set forth in the respective exhibits.

A. CDA and Agency Agree:

1. Payment shall be on a monthly reimbursement basis upon CDA's receipt of a report of combined cost control and statement of accountability from the Agency (forms to be provided).
2. Payment under this contract is limited to the below designated projects, together with the total costs stated, and in accordance with the respective project's budgets which are a part of their respective exhibits herein.

<u>PROJECT NO &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
SS-026N Legal Education to Sub-Professionals	3,000	2,000

3. It is expressly understood and agreed that in no event shall the total compensation for a project exceed the maximum sum indicated above.
4. This agreement is subject to and incorporates the provisions attached hereto as Part II Terms and Conditions.
5. This contractual agreement may be renewed or re-negotiated upon receipt of funds from federal or local sources on a year-to-year basis.
6. Changes.

Any change in the scope of services of the Agency to be performed hereunder, including any increase or decrease in the amount of the Agency's compensation, must have prior approval from the CDA and must be incorporated in written amendments to this contract. Likewise any change in scope of services of CDA, which is mutually agreed upon by and between CDA and Agency, shall be incorporated in written amendments to this contract. If the Agency incurs expenses in excess of the amount allowable under this contract, the amount of the over-expenditure must be absorbed by the Agency. However, this does not preclude the Agency from requesting a modification of this contract when it becomes evident that the Agency's efforts must be expanded to adequately serve program participants.

7. Termination of Contract.

If, through any cause, the Agency shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Agency shall violate any of the covenants, agreements, or stipulations of this contract, or if the grant from HUD under which this contract is made is terminated by HUD, the CDA shall thereupon have the right to terminate this contract by giving written notice to the Agency of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this contract shall, at the option of the CDA, become its property and the Agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of the contract. If the CDA withholds payment, it shall advise the Agency and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The Agency will remit any unexpended balance of payments on account of grant as well as such other portions of such payments previously received as determined by the CDA to be due the CDA. The action of the CDA in accepting any such amount shall not constitute a waiver of any claim which the CDA may otherwise have arising out of this agreement.

8. Travel Expenses.

The Agency's expenses charged for travel shall not exceed those which would be allowed under the rules of the United States Government governing official travel by its employees.

9. Covenant Against Contingent Fees.

The Agency warrants that not ~~X~~ person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CDA shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. Compliance with Local and Federal Rules, Regulations and Laws.

The Agency shall comply with all applicable law, ordinances and codes of the state and local governments.

11. Shift of Funds.

Funds may be shifted between line items of a single project without prior approval only to the extent that such action is not a result of significant change in an approved program and so long as it does not exceed 10% of the line item total from which the funds are being removed or to which added. A report of fund shifts will be made to the CDA fiscal officer within three work days after its effective date. Any shifts of funds between projects or other changes must be approved in advance of obligations.



12. Financial Statement.

Subject to receipt of fund from HUD, the CDA shall make payment under this contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment by the agency. The requisition for payment shall indicate the disposition of the amount requested by reference to the categories of expenses as detailed in respective budgets.

The Agency will furnish the CDA a financial statement each month indicating the expenditure of CDA's funds for that month. This statement is to reach the CDA not later than the 5th of the month following the month the expenditure was made. (Forms and Instructions will be provided).

The agency will furnish the CDA a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control.

Books of Account and Records.

The agency shall maintain a general ledger in which to record a summarization of all accounting transactions relating to the projects listed herein, and to classify such transactions according to the accounts prescribed in the project budget categories. In

addition, the agency shall maintain a cash receipt and disbursement register in which receipt of funds and disbursement of funds will be documented. Funds disbursed by the agency shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as payroll, invoices, contracts, travel payment, etc., evidencing the nature and propriety of each payment, and showing the approval of the chief fiscal officer or other authorized official of the agency.

Fidelity Bonding Requirements.

Prior to the disbursement of funds to the Agency the CDA shall receive a statement from the Agency's chief fiscal officer or insurer assuring that all persons handling funds received or disbursed under this contract are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees.

(Additional information, if needed, will be supplied by CDA).

13. Maintenance of Records.

The agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA or HUD to assure a proper accounting for all projects funds. These records will be made available for audit purposes to the CDA, HUD or the Comptroller General of the United States or any authorized representative, and will be

retained for three years after the expiration of this contract.

14. Non-expendable Property. ✓

All non-expendable property acquired for the program will revert to the CDA unless otherwise provided for, such non-expendable property being property which will not be consumed or lose its identity, and which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property acquired by the agency will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and identified as new or used. An updated signed copy of this inventory will be provided the Program Management Department of the CDA each month following a physical inventory.

15. Evaluation.

The agency agrees that the CDA may carry out monitoring and evaluation activities as determined necessary by the CDA or HUD.

16. Subcontracts.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CDA any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

17. Direct Depositing of Funds.

The agency shall designate a commercial bank as the depository for the receipt of funds. The CDA shall,

after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the agency directly into the designated bank account. In cases where funds are made available on an advanced basis the agency shall require the commercial bank to secure fully all funds on deposit in excess of the amount insured by Federal or State Agency.

- 18. This agreement is subject to and incorporates the attached Part II, Model Cities Administration Supplementary General Conditions Governing Contract with operating agencies and contractors.
- 19. The agency agrees to assist the CDA in complying with all of the "Conditions Governing Grants under Title I, Sections 105 and 107 of the Demonstration Cities and Metropolitan Development Act of 1966."

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST: CITY OF ATLANTA (SEAL)

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
City Clerk Mayor

APPROVED: EMORY COMMUNITY LEGAL SERVICE

BY: \_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
Director (Title)  
Model Neighborhood Program

APPROVED AS TO FORM:

\_\_\_\_\_  
Associate City Attorney

OFFICE OF CITY CLERK  
CITY HALL  
ATLANTA, GEORGIA

*Model Cities*

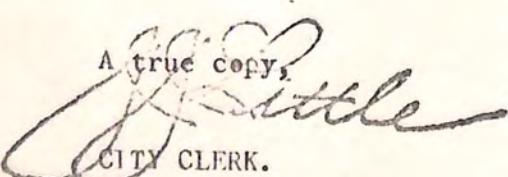
A RESOLUTION

BY ALDERMEN G. EVERETT MILLICAN AND E. GREGORY GRIGGS

WHEREAS, on June 25, 1969, the Executive Board of the Model Neighborhood Program of the City of Atlanta, at a regularly called meeting, did recommend the approval by the Mayor and Board of Aldermen of a contract to be entered into by and between the City of Atlanta and the Fulton County Department of Family and Children Services, a copy of such proposed agreement being attached hereto, marked "Exhibit A" and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Atlanta that the Mayor of the City of Atlanta is hereby authorized to execute the said contract for and in behalf of the City of Atlanta wherein certain described services to prevent family breakdown will be rendered as set forth in "Exhibit A".

A true copy,

  
CITY CLERK.

ADOPTED by Board of Aldermen July 7, 1969.  
APPROVED July 9, 1969.

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the City of Atlanta, a municipal corporation, (Model Cities Program), hereinafter referred to as the "CDA", and Fulton County Department of Family and Children Services of the City/County of Atlanta/Fulton, State of Georgia, hereinafter referred to as the "Agency".

W I T N E S S E T H :

WHEREAS, THE CDA on the 20th day of May, 1969 received a Grant under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 from the Office of the U. S. Department of Housing and Urban Development, hereinafter referred to as HUD, said grant designated as HUD Grant No. ME-10-001; and

WHEREAS, pursuant to said grant the CDA is undertaking certain activities; and

WHEREAS, pursuant to said grant the CDA desires to engage the Agency to render certain assistance in such undertakings,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

1. The Agency shall in a satisfactory and proper manner as determined by the CDA, perform the following services:

EXHIBIT A

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
SS-011C Homemaker Service	48,000	-0-

- (a) Help preserve or create wholesome family living

to prevent family breakdown, excluding AFDC families, as specifically set forth in attachment marked; Exhibit A

2. Any release to the news media pertaining to the services as stated herein shall be cleared through the CDA Director prior to its release. Any publicity given to the program's project herein must recognize the Atlanta Model Neighborhood Program as the sponsoring agency, funded by the U. S. Department of Housing and Urban Development.
3. The services of the agency shall commence as soon as practicable after the execution of this contract and operate for that period of time specifically set forth in the respective exhibit.

A. CDA and Agency Agree:

1. Payment shall be on a monthly reimbursement basis upon CDA's receipt of a report of combined cost control and statement of accountability from the agency (forms to be provided).
2. Payment under this contract is limited to the below designated project together with the total costs stated, and in accordance with the respective project's budget which is a part of the respective exhibits herein.

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
SS-011C Homemaker Service	48,000	-0-

3. It is expressly understood and agreed that in no event shall the total compensation for the project exceed the maximum sum indicated above.

4. This agreement is subject to and incorporates the provisions attached hereto as Part II Terms and Conditions.

5. This contractual agreement may be renewed or renegotiated upon receipt of funds from federal or local sources on a year-to-year basis.

6. Changes.

Any change in the scope of services of the Agency to be performed hereunder, including any increase or decrease in the amount of the Agency's compensation, must have prior approval from the CDA and must be incorporated in written amendments to this contract. Likewise any changes in scope of services of CDA, which is mutually agreed upon by and between CDA and Agency, shall be incorporated in written amendments to this contract. If the Agency incurs expenses in excess of the amount allowable under this contract, the amount of the over-expenditure must be absorbed by the Agency. However, this does not preclude the Agency from requesting a modification of this contract when it becomes evident that the Agency's efforts must be expanded to adequately serve program participants.

7. Termination of Contract.

If, through any cause, the Agency shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Agency shall violate any of the covenants, agreements, or stipulations of this contract, or if the grant from HUD under which this contract is made is terminated by HUD, the CDA shall therupon have the right to terminate this



contract by giving written notice to the Agency of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this contract shall, at the option of the CDA, become its property and the Agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of the contract. If the CDA withholds payment, it shall advise the Agency and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The Agency will remit any unexpended balance of payments on account of grant as well as such other portions of such payments previously received as determined by the CDA to be due the CDA. The action of the CDA in accepting any such amount shall not constitute a waiver of any claim which the CDA may otherwise have arising out of this agreement.

8. Travel Expenses.

The Agency's expenses for travel shall not exceed those allowable under the customary practice in the government of which the agency is a part.

9. Covenant Against Contingent Fees.

The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For

breach or violation of this warranty, the CDA shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. Compliance with Local and Federal Rules, Regulations and Laws.

The Agency shall comply with all applicable law, ordinances and codes of the state and local governments.

11. Shift of Funds.

Funds may be shifted between line items of a single project without prior approval only to the extent that such action is not a result of significant change in an approved program and so long as it does not exceed 10% of the line item total from which the funds are being removed or to which added. A report of fund shifts will be made to the CDA fiscal officer within three work days after its effective date. Any shifts of funds between projects or other changes must be approved in advance of obligations.

12. Financial Statement.

Subject to receipt of funds from HUD, the CDA shall make payment under this contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment by the agency. The requisition for payment shall indicate the disposition of the amount requested by reference to the categories of expenses as detailed in respective budgets.

The agency will furnish the CDA a financial statement each month indicating the expenditure of CDA's funds for that month. This statement is to reach the CDA not later than the 5th of the month following the month the expenditure was made. (Forms and Instructions will be provided).

The agency will furnish the CDA a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control.

Books of Account and Records.

The agency shall maintain a general ledger in which to record a summarization of all accounting transactions relating to the projects listed herein, and to classify such transactions according to the accounts prescribed in the project budget categories. In addition, the agency shall maintain a cash receipt and disbursement register in which receipt of funds and disbursement of funds will be documented. Funds disbursed by the agency shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as payroll, invoices, contracts, travel payment, etc., evidencing the nature and propriety of each payment, and showing the approval of the chief fiscal officer or other authorized official of the agency.

### Fidelity Bonding Requirements

Prior to the disbursement of funds to the Agency the CDA shall receive a statement from the Agency's chief fiscal officer or insurer assuring that all persons handling funds received or disbursed under this contract are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees. (Additional information, if needed, will be supplied by CDA).

#### 13. Maintenance of Records.

The agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA or HUD to assure a proper accounting for all project funds. These records will be made available for audit purposes to the CDA, HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract.

#### 14. Non-expendable property.

All non-expendable property acquired for the program will revert to the CDA unless otherwise provided for, such non-expendable property being property which will not be consumed or lose its identity, and which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property acquired by the agency will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and identified

as new or used. An updated signed copy of this inventory will be provided the Program Management Department of the CDA each month following a physical inventory.

15. Evaluation.

The agency agrees that the CDA may carry out monitoring and evaluation activities as determined necessary by the CDA or HUD.

16. Subcontracts.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CDA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

17. Direct Depositing of Funds.

The Agency shall designate a commercial bank as the depository for the receipt of funds. The CDA shall, after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the agency directly into the designated bank account. In cases where funds are made available on an advanced basis, the agency shall require the commercial bank to secure fully all funds on deposit in excess of the amount insured by Federal or State agency.

18. This agreement is subject to and incorporates the attached Part II, Model Cities Administration Supplementary General Conditions Governing Contracts with operating agencies and contractors.

19. The agency agrees to assist the CDA in complying with all of the "Conditions Governing Grants under Title I, Sections 105 and 107 of the Demonstration Cities and Metropolitan Development Act of 1966".

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST: CITY OF ATLANTA (SEAL)

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk Mayor  
APPROVED: FULTON COUNTY DEPARTMENT OF  
FAMILY AND CHILDREN SERVICES

By: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Director (Title)  
Model Neighborhood Program

APPROVED AS TO FORM:

\_\_\_\_\_  
Associate City Attorney

OFFICE OF CITY CLERK  
CITY HALL  
ATLANTA, GEORGIA

*Model Cities*

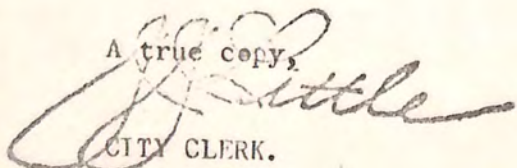
A RESOLUTION

BY ALDERMEN G. EVERETT MILLICAN AND E. GREGORY GRIGGS

WHEREAS, on June 18, 1969, the Executive Board of the Model Neighborhood Program of the City of Atlanta, at a regularly called meeting, did recommend the approval by the Mayor and Board of Aldermen of a contract to be entered into by and between the City of Atlanta and Model Cities Mass Convention, Inc., a copy of such proposed agreement being attached hereto, marked "Exhibit A" and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Atlanta that the Mayor of the City of Atlanta is hereby authorized to execute the said contract for and in behalf of the City of Atlanta wherein certain services to provide a vehicle through which Model Neighborhood residents will have a voice in determining their future as per descriptions in "Exhibit A".

A true copy,

  
CITY CLERK.

ADOPTED by Board of Aldermen July 7, 1969.  
APPROVED July 9, 1969.

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the CITY OF ATLANTA, a municipal corporation, (Model Cities Program), hereinafter referred to as the "CDA", and Model Cities Mass Convention, Incorporated, a non-profit corporation, of the City/County of Atlanta/Fulton State of Georgia, hereinafter referred to as the "Agency".

W I T N E S S E T H T H A T :

WHEREAS, the CDA on the 20th day of May 1969 received a Grant under Title 1 of the Demonstration Cities and Metropolitan Development Act of 1966 from the Office of U. S. Department of Housing and Urban Development, hereinafter referred to as HUD, said grant designated as HUD Grant No. ME-10-001: and

WHEREAS, pursuant to said grant the CDA is undertaking certain activities, and

WHEREAS, the CDA desires to engage the Agency to render certain assistance in such undertakings,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

1. The Agency shall, in a satisfactory and proper manner as determined by the CDA, perform the following services;

EXHIBIT A

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
RE-001c Model Cities Mass Convention, Inc.	87,380	72,000

To provide a vehicle through which Model Neighborhood Residents will have a voice in determining the future of the Model Neighborhood.



A. CDA and Agency Agree:

1. Payment shall be on a monthly reimbursement basis upon CDA's receipt of a report of combined cost control and statement of accountability from the agency (forms to be provided).
2. Payment under this contract is limited to the below designated project, together with the total costs stated, and in accordance with the respective project's budget which are a part of their respective exhibit herein.

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
RE-001C Model Cities Mass Convention, Inc.	87,380	72,000

3. It is expressly understood and agreed that in no event shall the total compensation for a project exceed the maximum sum indicated above.
4. This contractual agreement may be renewed or renegotiated upon receipt of funds from federal or local sources on a year-to-year basis.
5. Changes.

Any change in the scope of services of the Agency to be performed hereunder, including any increase or decrease in the amount of the Agency's compensation, must have prior approval from the CDA and must be incorporated in written amendments to this contract. Likewise any change in scope of services of CDA, which is mutually agreed upon by and between

CDA and Agency, shall be incorporated in written amendments to this contract. If the Agency incurs expenses in excess of the amount allowable under this contract, the amount of the over-expenditure must be absorbed by the Agency. However, this does not preclude the Agency from requesting a modification of this contract when it becomes evident that the Agency's efforts must be expanded to adequately serve program participants.

6. Termination of Contract.

If, through any cause, the Agency shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Agency shall violate any of the covenants, agreements, or stipulations of this contract, or if the grant from HUD under which this contract is made is terminated by HUD, the CDA shall thereupon have the right to terminate this contract by giving written notice to the Agency of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this contract shall, at the option of the CDA, become its property and the agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of the contract.

If the CDA withholds payment, it shall advise the agency and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The agency will remit any unexpended balance of payments on account of grant as well as such other portions of such payments previously received as determined by the CDA to be due the CDA. The action of the CDA in accepting any such amount shall not constitute a waiver of any claim which the CDA may otherwise have arising out of this agreement.

7. Travel Expenses.

The Agency's expenses charged for travel shall not exceed those which would be allowed under the rules of the United States Government governing official travel by its employees.

8. Covenant Against Contingent Fees.

The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CDA shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

9. Compliance with Local and Federal Rules, Regulations and Laws.

The Agency shall comply with all applicable laws, ordinances and codes of the state and local governments.

10. Shift of Funds.

Funds may be shifted between line items of a single project without prior approval only to the extent that such action is not a result of significant change in an approved program and so long as it does not exceed 10% of the line item total from which the funds are being removed or to which added. A report of fund shifts will be made to the CDA fiscal officer within three work days after its effective date. Any shifts of funds between projects or other changes must be approved in advance of obligations.

11. Financial Statement.

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The Agency will furnish the CDA a financial statement each month indicating the expenditure of CDA's funds for that month. This statement is to reach: the CDA

not later than the 5th of the month following the month the expenditure was made. (Forms and instructions will be provided).

The agency will furnish the CDA a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control.

Books of Account and Records.

The agency shall maintain a general ledger in which to record a summarization of all accounting transactions relating to the projects listed herein, and to classify such transactions according to the accounts prescribed in the project budget categories. In addition, the agency shall maintain a cash receipt and disbursement register in which receipt of funds and disbursement of funds will be documented. Funds disbursed by the agency shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as payroll, invoices contracts, travel payment, etc., evidencing the nature and propriety of each payment, and showing the approval of the chief fiscal officer or other authorized official of the agency.

Fidelity Bonding Requirements.

Prior to the disbursement of funds to the Agency

the CDA shall receive a statement from the Agency's chief fiscal officer or insurer assuring that all persons handling funds received or disbursed under this contract are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees. (Additional information, if needed, will be supplied by CDA).

12. Maintenance of Records.

The agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA or HUD to assure a proper accounting for all project funds. These records will be made available for audit purposes to the CDA, HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract.

13. Non-expendable property.

All non-expendable property acquired for the program will revert to the CDA unless otherwise provided for, such non-expendable property being property which will not be consumed or lose its identity, and which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property acquired by the agency will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and identified as new or used. An updated signed copy of this inventory will be provided the fiscal officer of the CDA each month following a physical inventory.

14. Evaluation.

The agency agrees that the CDA may carry out monitoring and evaluation activities as determined necessary by the CDA or HUD.

15. Subcontracts.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CDA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

16. Direct Depositing of Funds.

The agency shall designate a commercial bank as the depository for the receipt of funds. The CDA shall, after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the agency directly into the designated bank account. In cases where funds are made available on an advanced basis, the agency shall require the commercial bank to secure fully all funds on deposit in excess of the amount insured by Federal or State agency.

17. This agreement is subject to and incorporates the attached Part II, Model Cities Administration Supplementary General Conditions Governing Contract with operating agencies and contractors.

18. The agency agrees to assist the CDA in complying with all of the "Conditions Governing Grants under Title I, Sections 105 and 107 of the Demonstration Cities and Metropolitan Development Act of 1966."

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST:

CITY OF ATLANTA

(SEAL)

\_\_\_\_\_  
(Title) City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED:

MODEL CITIES MASS CONVENTION, INC.

BY: \_\_\_\_\_  
Directory  
Model Neighborhood Program

BY: \_\_\_\_\_ (SEAL)  
. (Title)

APPROVED AS TO FORM:

\_\_\_\_\_  
Associate City Attorney



OFFICE OF CITY CLERK  
CITY HALL  
ATLANTA, GEORGIA

*Model Cities*

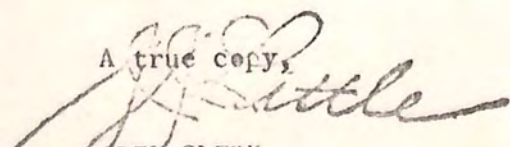
A RESOLUTION

BY ALDERMEN EVERETT MILLICAN AND GREGORY GRIGGS

WHEREAS, on June 25, 1969, the Executive Board of the Model Neighborhood Program of the City of Atlanta, at a regularly called meeting, did recommend the approval by the Mayor and Board of Aldermen of a contract to be entered into by and between the City of Atlanta and the Senior Citizens Services of Metropolitan Atlanta, Inc., a copy of such proposed agreement being attached hereto, marked "Exhibit A", and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Atlanta that the Mayor of the City of Atlanta is hereby authorized to execute the said contract for and in behalf of the City of Atlanta wherein facilities for day care services will be operated, meaningful work experiences for senior citizens in the Model Neighborhood Area will be provided, and related services maintained as set forth in "Exhibit A".

ADOPTED by Board of Aldermen July 7, 1969.  
APPROVED July 9, 1969.

A true copy,  
  
CITY CLERK.

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the City of Atlanta, a municipal corporation, (Model Cities Program), hereinafter referred to as the "CDA", and Senior Citizens Services of Metropolitan Atlanta, Incorporated, a non-profit corporation of the City/County of Atlanta/Fulton State of Georgia, hereinafter referred to as the "Agency".

W I T N E S S E T H T H A T :

WHEREAS, the CDA on the 20th day of May 1969 received a Grant under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 from the Office of the United States Department of Housing and Urban Development, hereinafter referred to as HUD, said grant designated as HUD Grant no. ME-10-001; and

WHEREAS, pursuant to said grant the "CDA" is undertaking certain activities; and

WHEREAS, pursuant to said grant the "CDA" desires to engage the Agency to render certain assistance in such undertakings,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

A. Agency Agrees:

1. The Agency shall in a satisfactory and proper manner as determined by the CDA, perform the following services:

EXHIBIT A

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
SS-033N Day Care Centers	414,000	92,000
SS-035N Block Mothers		
SS-037N Family Day Care Homes		
SS-039N Parent Involvement in Child Care Centers		

SEE ME

Project number SS-033N is designed to make available additional resources for day care services for children age birth-three years and to provide meaningful work experiences for senior citizens in the Model Neighborhood Area and to operate and maintain facilities for day care services. This project is designed to serve 200 children. Emphasis will be placed on parent and resident involvement as specifically set forth in Exhibit A which is attached hereto and made a part hereof.

Project number SS-035N is to provide a back-up-team and to supervise those children not being supervised in day care centers through family day care home, the school's extended day care program, or recreation as specifically set forth in Exhibit A which is attached hereto and made a part hereof.

Project number SS-037N is to provide resources for supervision of youngsters from families with working mothers and incomes under \$5,000, and also to serve as an alternative to day care centers and the extended day program.

Project number SS-039N is to increase and to motivate parents who have children in day care center programs and to improve their child rearing knowledge and skills as specifically set forth in Exhibit A which is attached hereto and made a part hereof.

A. CDA and Agency Agree:

1. Payment shall be on a monthly reimbursement basis upon CDA's receipt of a report of combined cost control and statement of accountability from the Agency (forms to be provided).
2. Payment under this contract is limited to the below designated project, together with the total costs stated, and in accordance with the budget which is attached hereto and made a part hereof as Exhibit B.

PROJECT NO. & DESCRIPTION	TOTAL BUDGET	
	SUPPLEMENTAL	NON-SUPPLEMENTAL
SS-033N Day Care Centers		
SS-035N Block Mothers		
SS-037N Family Day Care Homes	414,000	92,000
SS-039N Parent Involvement in Child Care Center		

3. It is expressly understood and agreed that in no event shall the total compensation for the projects exceed the maximum sum indicated above.
4. This agreement is subject to and incorporates the provisions attached hereto as Part II Terms and Conditions.
5. This contractual agreement may be renewed or re-negotiated upon receipt of funds from federal or local sources on a year-to-year basis.
6. Changes.

Any change in the scope of services of the Agency to be performed hereunder, including any increase or decrease in the amount of the Agency's compensation, must have prior approval from the CDA and must be incorporated in written amendments to this contract. Likewise any change in scope of services of the CDA, which is mutually agreed upon by and between CDA and Agency, shall be incorporated in written amendments to this contract. If the Agency incurs expenses in excess of the amount allowable under this contract, the amount of the over-expenditure must be absorbed by the Agency. However, this does not preclude the Agency from requesting a modification of this contract when it becomes evident that the

agency will remit any unexpended balance of payments on account of grant as well as such other portions of such payments previously received as determined by the CDA to be due the CDA. The action of the CDA in accepting any such amount shall not constitute a waiver of any claim which the CDA may otherwise have arising out of this agreement.

8. Travel Expenses.

The Agency's expenses charged for travel shall not exceed those which would be allowed under the rules of the United States Government governing official travel by its employees.

9. Covenant Against Contingent Fees.

The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty the CDA shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. Compliance with Local and Federal Rules, Regulations and Laws.

The Agency shall comply with all applicable laws, ordinances and codes of the state and local governments.

11. Shift of Funds.

Funds may be shifted between line items of a single project without prior approval only to the extent that such action is not a result of significant change in an approved program and so long as it does not exceed 10% of the line item total from which the funds are being removed or to which added. A report of fund shifts will be made to the CDA fiscal officer within three work days after its effective date. Any shifts of funds between projects or other changes must be approved in advance of obligations.

12. Financial Statement.

Subject to receipt of funds from HUD, the CDA shall make payment under this contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment by the agency. The requisition for payment shall indicate the disposition of the amount requested by reference to the categories of expenses as detailed in respective budgets.

The agency will furnish the CDA a financial statement each month indicating the expenditure of CDA's funds for that month. This statement is to reach the CDA

not later than the 5th of the month following the month the expenditure was made. (Forms and Instructions will be provided).

The agency will furnish the CDA a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control.

Books of Account and Records.

The agency shall maintain a general ledger in which to record a summarization of all accounting transactions relating to the projects listed herein, and to classify such transactions according to the accounts prescribed in the project budget categories. In addition, the agency shall maintain a cash receipt and disbursement register in which receipt of funds and disbursement of funds will be documented. Funds disbursed by the agency shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as payroll, invoices, contracts, travel payment, etc., evidencing the nature and propriety of each payment, and showing the approval of the chief fiscal officer or other authorized official of the agency.

Fidelity Bonding Requirements.

Prior to the disbursement of funds to the Agency the CDA shall receive a statement from the Agency's

chief fiscal officer or insurer assuring that all persons handling funds received or disbursed under this contract are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees. (Additional information, if needed, will be supplied by CDA).

13. Maintenance of Records

The agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA or HUD to assure a proper accounting for all project funds. These records will be made available for audit purposes to the CDA, HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract.

14. Non-Expendable Property

All non-expendable property acquired for the program will revert to the CDA unless otherwise provided for, such non-expendable property being property which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property acquired by the agency will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and



identified as new or used. An updated signed copy of this inventory will be provided the fiscal officer of the CDA each month following a physical inventory.

15. Evaluation.

The agency agrees that the CDA may carry out monitoring and evaluation activities as determined necessary by the CDA or HUD.

16. Subcontracts.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CDA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

17. Direct Depositing of Funds.

The agency shall designate a commercial bank as the depository for the receipt of funds. The CDA shall, after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the agency directly into the designated bank account. In cases where funds are made available on an advance basis, the agency shall require the commercial bank to secure fully all funds on deposit in excess of the amount insured by Federal or State agency.

18. This agreement is subject to and incorporates the attached Part II, Model Cities administration Supplementary General Conditions Governing Contracts with operating agencies and contractors.

19. The agency agrees to assist the CDA in complying with all of the "Conditions Governing Grants under Title I, Sections 105 and 107 of the Demonstration Cities and Metropolitan Development Act of 1966."

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST:

CITY OF ATLANTA

(SEAL)

\_\_\_\_\_  
(Title) City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED:

SENIOR CITIZENS SERVICES OF  
METROPOLITAN ATLANTA, INC.

BY: \_\_\_\_\_  
Director  
Model Neighborhood Program

BY: \_\_\_\_\_ (SEAL)  
(Title)

APPROVED AS TO FORM:

\_\_\_\_\_  
Associate City Attorney

*Model Cities*

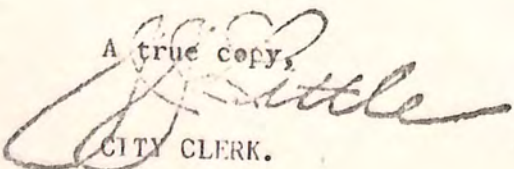
A RESOLUTION

BY ALDERMEN G. EVERETT MILLICAN AND E. GREGORY GRIGGS

WHEREAS, on June 25, 1969, the Executive Board of the Model Neighborhood Program of the City of Atlanta, at a regularly called meeting, did recommend the approval by the Mayor and Board of Aldermen of a contract to be entered into by and between the City of Atlanta and Division of Vocational Rehabilitation, State Department of Education, a copy of such proposed agreement being attached hereto, marked "Exhibit A" and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Atlanta that the Mayor of the City of Atlanta is hereby authorized to execute the said contract for and in behalf of the City of Atlanta wherein an employment service for the hard-to-place area residents will be provided and appropriate medical examinations and treatment will be given to those persons eligible for job training and placement as set forth in "Exhibit A" and setting forth therein the allocation of funds to the Georgia State Employment Service.

A true copy,

  
CITY CLERK.

ADOPTED by Board of Aldermen July 7, 1969.  
APPROVED July 9, 1969.

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the City of Atlanta, a municipal corporation (Model Cities Program), hereinafter referred to as the "CDA", and Division of Vocational Rehabilitation, State Department of Education, of the City/County of Atlanta/Fulton, State of Georgia, hereinafter referred to as the "Agency".

W I T N E S S E T H T H A T :

WHEREAS, the CDA on the 20th day of May 1969 received a Grant under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 from the Office of the U. S. Department of Housing and Urban Development, hereinafter referred to as HUD, said grant designated as HUD Grant No. ME-10-001; and

WHEREAS, pursuant to said grant the CDA is undertaking certain activities; and

WHEREAS, pursuant to said grant the CDA desire to engage the Agency to render certain assistance in such undertakings,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

A. AGENCY AGREES:

1. The Agency shall in a satisfactory and proper manner as determined by the CDA, perform the following services:

EXHIBIT A

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
EM-019N Staffing Central Facility & Mechanism of Service	147,000	-0-
EM-023N Direct Medical Maintenance	40,000	-0-

- a. The Agency's responsibilities for project number EM-019N is limited to an allocation of 79,000 of the 147,000 to staff a central, comprehensive, individualized, and personalized employment service to the hard-to-place area residents and to provide a mechanism for the transmission of job availability information to those residents as specifically set forth in EXHIBIT A which is attached hereto and made a part hereof.

The balance of funds, 68,000, is designated for allocation to the Georgia State Employment Service to provide certain services within the project.

The Agency's responsibilities for project number EM-023N is to provide any resident who is seeking employment and who is referred for a job interview or who has been accepted for employment will be eligible for these funds. Also any resident accepting training under an approved training program will qualify. GSES will provide available support to the Agency for the implementation of this project.

All existing MDTA applicants will be referred through the regular channels and the Agency will take all cases suitable to their existing regulations. When the resident applies for services from this fund, the Agency's Counselor, the Employment Service representative and the social worker will jointly determine the need for minor medical services and additional diagnosis to determine work potential.

Assistance from this program may include such items

as care for acute conditions, eye glasses, dental care, and pre-employment medical examinations, inoculations, and etc. required by the employer or trainer. The custodian of this fund will keep a file of all accepted cases and these will be identified to allow future retrieval of all data on clients serviced in this program.

All services provided by this fund will be made available according to the standards in affect for the local Agency's program. The main focus of the services to be provided will be appropriate examinations and medical treatment for persons selected or otherwise determine eligibility for job training or job placement. When these medical services are not available elsewhere on a timely and adequate basis, the Agency will authorize the service on its regular forms for this purpose. Financial eligibility for this program will be determined by the individual signing a declaration of inability to pay but he will be asked to indicate how much he can contribute towards the cost of the service. Clients will be provided service on first come first serve application to those where minor medical services are not available from any other program. The possibility of a job or a training situation being available will be paramount requirement for service and must be attested to by the Employment Service representative as further set forth in EXHIBIT A which is attached hereto and made a part hereof.

2. Any release to the news media pertaining to the services as stated herein shall be cleared through the Director of the Atlanta Model Neighborhood Program prior to its release. Any publicity given to the program's projects herein must recognize the Atlanta Model Neighborhood Program as the sponsoring agency funded by the U.S. Department of Housing and Urban Development.
3. The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentages, brokerage, or contingent fee. For breach or violation of this warranty, the CDA shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
4. The Agency shall designate a commercial bank as the depositor for the receipt of funds. The CDA shall, after assuring itself of the propriety and accuracy of the account, deposit all funds which are made available to the Agency directly into the designated bank account. In cases where funds are made available on an advanced basis, the Agency shall require the commercial bank to secure fully all funds on deposit in excess of the amount insured by Federal or State Agency.
5. Subject to receipt of funds from HUD, the CDA shall make payment under this contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment by the Agency. The requisition for payment shall indicate the disposition of the amount requested

by reference to the categories of expenses as detailed in respective budgets. The Agency will furnish the CDA a financial statement each month indicating the expenditure of CDA's funds for that month. This statement is to reach the CDA not later than the 5th of the month following the month that the expenditure was made, (forms and instructions will be provided). The Agency will furnish the CDA a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an account system with adequate internal control. If the CDA withholds payment, it shall advise the Agency and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The Agency will remit any unexpended balance of payments on account of the grant as well as such other portions of such payments previously received as determined by the CDA to be due the CDA. The action of the CDA in accepting any such amount shall not constitute a waiver of any claim which the CDA may otherwise have arising out of this agreement.

6. The Agency's expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the Agency is a part.
7. The Agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA and HUD to assure a proper accounting for all project funds. These records will be made available for audit purposes to the CDA, HUD, or the



Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract.

8. All non-expendable property acquired for the program will revert to the CDA unless otherwise provided for, such non-expendable property being property which will not be consumed or lose its identity, and which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and identified as new or used. An updated signed copy of this inventory will be provided the fiscal office of the CDA each month following a physical inventory.
9. The Agency agrees that the CDA may carry out monitoring and evaluation activities as determined necessary by the CDA or HUD.
10. None of the work or services concerned by this contract shall be subcontracted without the prior written approval of the CDA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
11. The services of the Agency shall commence as soon as possible after the execution of this contract and operate for a period of ten months thereafter or less time if funds for this agreement are exhausted.

B. CDA and AGENCY AGREE:

1. Payment shall be on a monthly reimbursable basis upon CDA's receipt of a report of combined cost control and statement of accountability from the Agency, (forms to be provided).
2. Payment under this contract is limited to the below designated projects. together with total costs stated and in accordance with the respective projects' budgets which are a part of their respective Exhibits herein.

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
EM-019N Staffing Central Facility and Mechanism of Service	79,000	-0-
EM-023N Direct Medical Maintenance	40,000	-0-

3. It is expressly understood and agreed that in no event shall the total compensation for a specific project exceed the maximum sum allocated and specified in attached exhibits.
4. This agreement is subject to and incorporates the provisions attached hereto as Part II entitled "U.S. Department of Housing and Urban Development Model Cities Administration Supplementary Conditions for Contracts with Operating Agencies and Contractors." The Agency agrees to assist the CDA in complying with all of the "Conditions Governing Grants under Title I of the Demonstration Cities and Metropolitan Development Act of 1966."
5. This contractual agreement May be renewed or renegotiated upon receipt of funds from Federal or Local sources on a year-to-year basis.
6. CDA may, from time to time, request changes in the scope of the services of the Agency to be performed hereunder. Such changes, including any increase or decrease

changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between CDA and the Agency, shall be incorporated in written amendments to this contract.

7. Funds may be shifted between line items of a single project without prior approval only to the extent that such action is not a result of significant change in an approved program and so long as it does not exceed 10% of the line item total from which the funds are being removed or to which added. A report of fund shifts will be made to the CDA fiscal officer within three work days after its effective date. Any shifting of funds between projects or other changes must be approved in advance of obligations.
  
8. If through any cause, the Agency shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Agency shall violate any of the covenants, agreements, or stipulations of this contract, or if the grant from HUD under which this contract is made is terminated by HUD, the CDA shall thereupon have the right to terminate this contract by giving written notice to the Agency of such termination and specifying the effective date thereof. In the event of termination all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this contract, shall, at the option of the CDA, become its property and the Agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this contract.

9. The agency shall maintain a general ledger in which to record a summarization of all accounting transactions according to the accounts prescribed in the project budget categories. In addition, the agency shall maintain a cash receipt and disbursement register in which receipt of funds and disbursement of funds will be documented. Funds disbursed by the agency shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as payroll, invoices, contracts, travel payment, etc., evidencing the nature and propriety of each payment, and showing the approval of the chief fiscal officer or other authorized official of the agency.
10. Prior to the disbursement of funds to the Agency the CDA shall receive a statement from the Agency's chief fiscal officer or insurer assuring that all persons handling funds received or disbursed under this contract are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees. (Additional information, if needed, will be supplied by CDA).
11. The Agency shall comply with all applicable laws, ordinances and codes of the state and local Governments.

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST:

CITY OF ATLANTA

(SEAL)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Mayor

APPROVED:

DIVISION OF VOCATIONAL REHABILITATION  
STATE DEPARTMENT OF EDUCATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

(Title)

APPROVED AS TO FORM:

\_\_\_\_\_  
Associate City Attorney

*Model Order*

A RESOLUTION

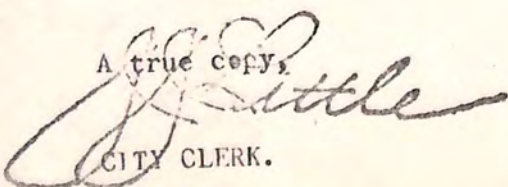
BY ALDERMEN G. EVERETT MILLICAN AND E. GREGORY GRIGGS

WHEREAS, on June 25, 1969, the Executive Board of the Model Neighborhood Program of the City of Atlanta, at a regularly called meeting, did recommend the approval by the Mayor and Board of Aldermen of a contract to be entered into by and between the City of Atlanta and the Young Women's Christian Association (YWCA), a copy of such proposed agreement being attached hereto, marked "Exhibit A" and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Atlanta that the Mayor of the City of Atlanta is hereby authorized to execute the said contract for and in behalf of the City of Atlanta whercin certain services to decrease the percentage of unstable families in the area will be rendered as per descriptions in "Exhibit A".

ADOPTED by Board of Aldermen July 7, 1969.  
APPROVED July 9, 1969.

A true copy,

  
CITY CLERK.

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the City of Atlanta, a municipal corporation, (Model Cities Program), hereinafter referred to as the "CDA", and the Young Women's Christian Association, (YWCA), a non-profit corporation, of the City/County of Atlanta/Fulton, State of Georgia, hereinafter referred to as the "Agency".

W I T N E S S E T H :

WHEREAS, the CDA on the 20th day of May, 1969, received a Grant under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 from the Office of the U. S. Department of Housing and Urban Development, hereinafter referred to as HUD, said grant designated as HUD Grant No. ME-10-001; and

WHEREAS, pursuant to said grant the CDA is undertaking certain activities; and

WHEREAS, pursuant to said grant the CDA desires to engage the Agency to render certain assistance in such undertakings,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

1. The agency shall, in a satisfactory and proper manner as determined by the CDA, perform the following services:

EXHIBIT A

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
SS-027N Model Home Management Program	427,000 4/1, '62	-0-

- (a) Decrease the percentage of unstable families in the area, as specifically set forth in attachment marked; Exhibit A
- 2. Any release to the news media pertaining to the services as stated herein shall be cleared through the CDA Director prior to its release. Any publicity given to the program's project herein must recognize the Atlanta Model Neighborhood Program as the sponsoring agency, funded by the U. S. Department of Housing and Urban Development.
- 3. The services of the agency shall commence as soon as practicable after the execution of this contract and operate for that period of time specifically set forth in the respective exhibit.

A. CDA and Agency Agree~~d~~:

- 1. Payment shall be on a monthly reimbursement basis upon CDA's receipt of a report of combined cost control and statement of accountability from the agency (forms to be provided).
- 2. Payment under this contract is limited to the below designated project together with the total costs stated, and in accordance with the respective projects' budget which is a part of the respective exhibits herein.

<u>PROJECT NO. &amp; DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
SS-027N Model Home Management Program	42,000 41,962	-0-



3. It is expressly understood and agreed that in no event shall the total compensation for the project exceed the maximum sum indicated above.
4. This agreement is subject to and incorporates the provisions attached hereto as Part II Terms and Conditions.
5. This contractual agreement may be renewed or renegotiated upon receipt of funds from federal or local sources on a year-to-year basis.
6. Changes.

Any change in the scope of services of the Agency to be performed hereunder, including any increase or decrease in the amount of the Agency's compensation, must have prior approval from the CDA and must be incorporated in written amendments to this contract. Likewise any changes in scope of services of CDA, which is mutually agreed upon by and between CDA and Agency, shall be incorporated in written amendments to this contract. If the Agency incurs expenses in excess of the amount allowable under this contract, the amount of the over-expenditure must be absorbed by the Agency. However, this does not preclude the Agency from requesting a modification of this contract when it becomes evident that the Agency's efforts must be expanded to adequately serve program participants.

7. Termination of Contract.

If, through any cause, the Agency shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Agency shall violate any of the covenants, agreements, or stipulations

of this contract, or if the grant from HUD under which this contract is made is terminated by HUD, the CDA shall thereupon have the right to terminate this contract by giving written notice to the Agency of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this contract shall, at the option of the CDA, become its property and the Agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of the contract. If the CDA withholds payment, it shall advise the Agency and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The Agency will remit any unexpended balance of payments on account of grant as well as such other portions of such payments previously received as determined by the CDA to be due the CDA. The action of the CDA in accepting any such amount shall not constitute a waiver of any claim which the CDA may otherwise have arising out of this agreement.

8. Travel Expenses.

The Agency's expenses charged for travel shall not exceed those which would be allowed under the rules of the United States Government governing official travel by its employees.

9. Covenant Against Contingent Fees.

The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CDA shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. Compliance with Local and Federal Rules, Regulations and Laws.

The Agency shall comply with all applicable law, ordinances and codes of the state and local governments.

11. Shift of Funds.

Funds may be shifted between line items of a single project without prior approval only to the extent that such action is not a result of significant change in an approved program and so long as it does not exceed 10% of the line item total from which the funds are being removed or to which added. A report of fund shifts will be made to the CDA fiscal officer within three work days after its effective date. Any shifts of funds between projects or other changes must be approved in advance of obligations.

12. Financial Statement.

Subject to receipt of funds from HUD, the CDA shall make payment under this contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment by the agency. The requisition for payment shall indicate the disposition of the amount requested by reference to the categories of expenses as detailed in respective budgets. The agency will furnish the CDA a financial statement each month indicating the expenditure of CDA's funds for that month. This statement is to reach the CDA not later than the 5th of the month following the month the expenditure was made. (Forms and Instructions will be provided). The agency will furnish the CDA a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control.

Books of Account and Records.

The agency shall maintain a general ledger in which to record a summarization of all accounting transactions relating to the projects listed herein, and to classify such transactions according to the accounts prescribed in the project budget categories. In addition, the agency shall maintain a cash receipt and disbursement register in which receipt of funds

and disbursement of funds will be documented. Funds disbursed by the agency shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as payroll, invoices, contracts, travel payment, etc., evidencing the nature and propriety of each payment, and showing the approval of the chief fiscal officer or other authorized official of the agency.

Fidelity Bonding Requirement.

Prior to the disbursement of funds to the Agency the CDA shall receive a statement from the Agency's chief fiscal officer or insurer assuring that all persons handling funds received or disbursed under this contract are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees. (Additional information, if needed, will be supplied by CDA.)

13. Maintenance of Records

The agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA or HUD to assure a proper accounting for all project funds. These records will be made available for audit purposes to the CDA, HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract.

14. Non-expendable Property.

All non-expendable property acquired for the program will revert ~~to the~~ to the CDA unless otherwise provided for, such non-expendable property which will not be consumed or lose its identity, <sup>per</sup> <sup>7</sup> <sup>progr</sup> and which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property acquired by the agency will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and identified as new or used. An updated signed copy of this inventory will be provided the Program Management Department of the CDA each month following a physical inventory.

15. Evaluation.

The agency agrees that the CDA may carry out monitoring and evaluation activities as determined necessary by the CDA or HUD.

16. Subcontracts.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CDA. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

17. Direct Depositing of Funds.

The agency shall designate a commercial bank as the depository for the receipt of funds. The CDA shall, after assuring itself of the propriety and accuracy of the account, deposit all funds

which are made available to the agency directly into the designated bank account. In cases where funds are made available on an advance basis, the agency shall require the Commercial bank to secure fully all funds on deposit in excess of the amount insured by Federal or State agency.

18. This agreement is subject to and incorporates the Attached Part II, Model Cities Administration Supplementary General Conditions Governing Contracts with operating agencies and contractors.

19. The agency agrees to assist the CDA in complying with all of the "Conditions Governing Grants under Title I, Sections 105 and 107 of the Demonstration Cities and Metropolitan Development Act of 1966."

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST:

CITY OF ATLANTA

(SEAL)

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED:

YOUNG WOMEN'S CHRISTIAN ASSOCIATION

By: \_\_\_\_\_  
Director  
Model Neighborhood Program

By: \_\_\_\_\_ (SEAL)  
(Title)

APPROVED AS TO FORM:

\_\_\_\_\_  
Associate City Attorney

CITY HALL

ATLANTA, GEORGIA

RESOLUTION BY

FINANCE COMMITTEE

BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF ATLANTA that the 1969 (Model Neighborhood Fund) Budget be and is hereby amended as follows:

## TRANSFER FROM:

Account No.

MN-25-62-571 A	Reserve for Appropriation	<u>\$1,500.00</u>
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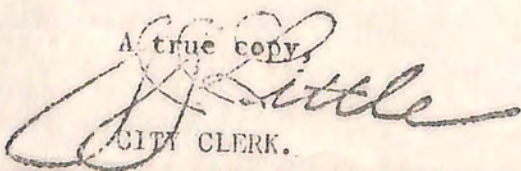
## TRANSFER TO:

Account No.

MN-25-62-810 A	Rental Lease and Purchase of Equipment	\$1,000.00
MN-25-62-785 A	Space Cost	<u>500.00</u>
		<u>\$1,500.00</u>

The purpose of this resolution is to transfer necessary funds for the purchase of certain office furniture and equipment needed to start the implementation phase of the Model Cities Program.

A true copy,


  
CITY CLERK.

ADOPTED by Board of Aldermen June 16, 1969.  
APPROVED June 18, 1969.



# CITY OF ATLANTA



CITY HALL ATLANTA, GA. 30303

Tel. 522-4463 Area Code 404

IVAN ALLEN, JR., MAYOR

R. EARL LANDERS, Administrative Assistant  
MRS. ANN M. MOSES, Executive Secretary  
DAN E. SWEAT, JR., Director of Governmental Liaison

July 1, 1969

## MEMORANDUM

To: Dan Sweat, Jr.

From: George Berry

Subject: Status of Sale of Shopping Center Site by Atlanta Housing Authority to Model Neighborhood, Inc.

At your request, I have talked with Philip Vrooman, Disposition Officer of the Atlanta Housing Authority for a rundown on the status of this transaction.

It seems that this is considered a very unusual transaction as far as the Housing Authority is concerned. The initial proposition was made without the benefit of a written proposal and after the proposed sale had been announced publicly, the Housing Authority personnel assisted the Model Neighborhood, Inc. in preparing a proposal that would satisfy the requirements of the Department of Housing and Urban Development. The written proposal is dated May 22, 1968. It proposes to buy the two parcels involved for a total of \$216,500.00. When the sale was first proposed, Model Neighborhood, Inc. paid over to the Housing Authority \$10,800.00. These funds were borrowed from the Trust Company of Georgia and require some sort of quarterly payment. We understand that these payments are being met from the proceeds of the \$6,000.00 granted to the organization through EDA in 1968.

The proposal conditioned the sale of the property on Model Neighborhood, Inc. being able to secure a loan for the balance which in turn necessitates securing commitments from a sufficient number of tenants to make the venture economically feasible. Mr. Vrooman states that there have been many conferences with Mr. Moody over the past year in an attempt to assist his organization in meeting this condition but, while Mr. Moody and his associates have appeared confident and determined, these commitments have not been obtained as yet.

July 1, 1969

Memo to Dan Sweat, Jr.

Page Two

The written proposal that was drawn up for this proposed sale does not have a time period written in which places any time limit on when this commitment must be met. Further, the way Mr. Vrooman interprets the document, the \$10,800.00 is refundable if Model Neighborhood, Inc. does not consummate the sale. As a matter of fact, there seems to be some confusion at the Housing Authority as to what the \$10,800.00 is because the Authority has never deposited the check even though it was received a year ago.

Mr. Vrooman states that at the last conference that was held with Mr. Moody a few weeks ago, he stated that it looked like it would be about six (6) months before the transaction could be consummated.

Very truly yours,

George Berry

GB:p



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D. C. 20410

*To Dan Sneed*

*John Johnson*

OFFICE OF THE ASSISTANT SECRETARY  
FOR MODEL CITIES AND GOVERNMENTAL RELATIONS

IN REPLY REFER TO:

Honorable Ivan Allen, Jr.  
Mayor of Atlanta  
Atlanta, Georgia 30303

JUN 11 1969

Dear Mayor Allen:

In his press conference of April 28, 1969, Secretary Romney made the following statement:

"The 10% population restriction on the size of the target neighborhoods will be dropped. . . . [T]his . . . does not mean that the program will be expanded city wide within each city. Its purpose will remain that of focusing resources on particularly poor and blighted neighborhoods, but local officials will be given greater latitude in drawing program boundaries that conform to local conditions."

The Secretary's comments have been given widely differing interpretations in newspapers and periodicals around the country. In order to avoid any confusion I would like to expand a bit on the Secretary's remarks.

Cities are certainly not required to expand their model neighborhood boundaries. They will be permitted to do so in order to remove arbitrary geographic limitations that prevent logical and effective program development. For example, in one city a small geographic area was eliminated from the model neighborhood in order to meet the population limitation. This area is contiguous to the model neighborhood, is a blighted area, with essentially the same kind of population mix as the model neighborhood, and contains only a few thousand residents. Expansion to include this contiguous area would not materially affect the capacity of this city to mount a program that will have substantial impact on the neighborhood problems. This represents an artificial constraint which may be removed, if the city seeks to initiate such a change.

Any addition to the model neighborhood must still meet all statutory requirements. The additional area must be a blighted one. The program for the expanded area must meet all the statutory criteria, including the requirement that the program achieve a substantial impact on the neighborhood's problems.

No additional supplemental funds will be available for the expanded areas. For most first round cities, this means that new projects or extended projects in the new areas would depend on funds from other than Model Cities supplemental grant funds. All cities may find it difficult to assure the program impact required by the statute if the model neighborhood is greatly expanded unless substantial additional resources are available. In most situations, however, as CDA's develop their capabilities to plan, coordinate, and evaluate the program in their first target area, much benefit could be derived from expanding these activities of the CDA to those resources and programs presently going into poverty areas of the city other than the present model neighborhood.

This expanding role of the CDA as the program continues would enable the cities to be in a position to better utilize additional resources in the future as they may become available.

Any request for area expansion should set forth the reasons therefore and demonstrate that the city has the capacity to administer the program in the expanded areas in accordance with the foregoing considerations.

Very truly yours,



Floyd H. Hyde

CONTRACTING PARTY City of Atlanta, Georgia

**COST CONTROL STATEMENT  
MODEL CITY PLANNING GRANT**

ADDRESS 68 Mitchell Street

As Of May 31, 1969

CITY STATE ZIP CODE Atlanta, Georgia 30303

PRINCIPAL PERSON & TITLE

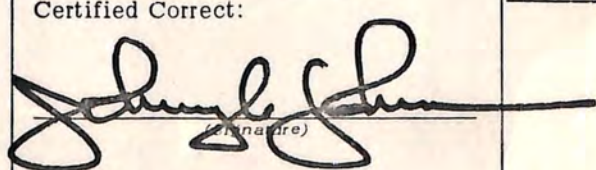
MP - 10 - 001

Contract Period

CONTRACT NO.

PROJECT OR PROGRAM NUMBER

From 12/1/67 To 5/30/69

COST CONTROL ACCT. NO.	BUDGET ACTIVITY CLASSIFICATION	AMOUNT PER LATEST APPROVED BUDGET	COSTS INCURRED	
			CURRENT MONTH	CUMULATIVE TO DATE
1401	Salaries	\$123,952.00	\$ -0-	\$142,381.88
1401 A	Salaries-Non-Cash Contributions	55,825.00	-0-	61,408.00
	TOTAL SALARIES	179,777.00	-0-	203,789.88
1402	Employee Benefits	17,819.00	-0-	10,023.68
1402 A	Employee Benefits - Non Cash	5,583.00		
	TOTAL EMPLOYEE BENEFITS	23,402.00	-0-	10,023.68
1403	Consultants and Contract Services	39,315.00	2,500.00	35,919.41
1404	Auto Allowance	2,945.00	346.97	3,386.75
1405	Travel	4,450.00	1,496.16	5,117.50
	TOTAL TRAVEL	7,395.00	1,843.13	8,504.25
1406	Equipment Rental or Purchase	10,088.00	700.75	11,601.20
1407	Space Alterations and other Space Costs	9,425.00	263.80	10,707.40
1407 A	Space - Utilities	6,056.00	-0-	6,840.67
	TOTAL SPACE COST	15,481.00	263.80	17,548.07
1408	Office Supplies	11,450.00	-0-	12,633.35
1409	Special projects-Citizens Participation Expenses	20,000.00	5,307.68cr	6,888.16
	TOTAL ALL COSTS	\$306,908.00	-0-	\$306,908.00
	Certified Correct:			
				
	Program Director (Title)			
	June 11, 1969 (Date Submitted)			

CDA IDENTIFICATION CONTRACTING PARTY

City of Atlanta, Georgia

Form approved Budget Bureau No. 63-R1168

STATEMENT OF FINANCIAL CONDITION MODEL CITY PLANNING GRANT

ADDRESS 68 Mitchell Street

As Of May 31, 1969

CITY STATE ZIP CODE Atlanta, Georgia 30303

PRINCIPAL PERSON & TITLE

Contract Period

CONTRACT NO.

MP - 10 - 001 PROJECT OR PROGRAM NUMBER

From 12/1/67 To 5/30/69

ASSETS

Cash:

Cash
Petty Cash

\$ 22, 151.98
150.00

Total Cash

\$ 22,301.98

Accounts Receivable:

Planning Grant
CDA Contribution
Other

-0-
-0-
-0-

Total Accounts Receivable

Cost Control

306,908.00

TOTAL ASSETS

329,209.98

LIABILITIES AND CAPITAL

Current Liabilities:

Accounts Payable
Accrued Liabilities

-0-
22,301.98

Total Current Liabilities

22,301.98

Deferred Credits:

Unearned Planning Grant
Unearned CDA Contribution

-0-
-0-

Total Deferred Credits

-0-

TOTAL LIABILITIES

22,301.98

Capital:

CDA Contribution
Planning Grant

61,408.00
245,500.00

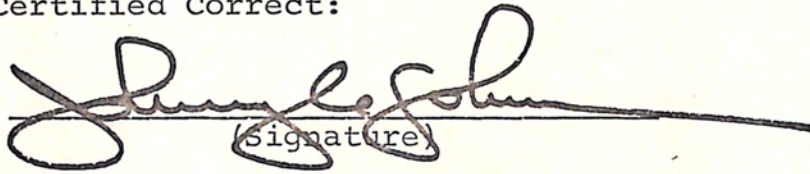
Total Capital

306,908.00

TOTAL LIABILITIES AND CAPITAL

329,209.98

Certified Correct:

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Program Director  
(Title)

\_\_\_\_\_  
June 12, 1969  
(Date Submitted)