

Kirkwood Stakeholders' Agreement

Kirkwood HELPS Pilot Initiative

Sept. 2024

THIS AGREEMENT is made by and between Kirkwood United Church of Christ ("KUCC"), Kirkwood Neighbors Organization ("KNO"), Kirkwood Business Owners' Association ("KBOA") and Kirkwood HELPS ("Kirkwood HELPS"), on the date entered below. The purpose of this Agreement is to establish and demonstrate broad community support for the Kirkwood HELPS Pilot Initiative and set forth definable, realistic support roles and responsibilities for each of the stakeholder organizations.

Kirkwood HELPS: This is the programmatic "face" and fundraising mechanism for charitable donations that will be collected and managed by KUCC, an existing 501c(3) entity, to pay for Case Manager Consultant Kenny Anderson's services. H.E.L.P.S. is an acronym for: **H**eal, **E**mpower, **L**isten, **P**rovide and **S**helter; representing some of the key attributes and objectives of this targeted pilot initiative to help support those in need living on the streets of the Kirkwood neighborhood using a more compassionate and effective approach. The other key function of Kirkwood HELPS is to provide a framework and mechanism for the Leadership Steering Committee to operate and oversee the Pilot Initiative.

The Kirkwood HELPS Pilot Initiative is a scaled-down, Kirkwood-targeted social case manager initiative with the following objectives: 1) get help to those in need sooner; 2) generate success stories that can advance the initiative objectives and build momentum; 3) complement and inform the larger "Unhoused Initiative" currently being structured with the City of Atlanta and Intown Cares; 4) serve as "model" for other neighborhood initiatives; and, 5) demonstrate that "less can be more," (i.e., keep it simple with minimal bureaucratic red tape, complexities and organizational/operational time delays).

Case Manager: The Case Manager consultant ("Consultant") is an INDEPENDENT CONTRACTOR and not an employee of Kirkwood HELPS or Kirkwood United Church of Christ (KUCC). Moreover, none of the Stakeholder entities have or retain any rights to control the details or the time, manner and/or methods of Consultant's activities.

Case Manager Consultant, Kenny Anderson, will be engaged by Kirkwood HELPS for the purpose of providing case management services and support to Kirkwood neighborhood persons in need of assistance with housing, mental health and medical health services, referrals, ID's and other personal needs (see Exhibit A: signed Letter of Intent + Terms of Engagement).

Case Manager Consultant Kenny Anderson will be managed by the Kirkwood HELPS Leadership Steering Committee and paid by KUCC for hours worked from charitable donations earmarked for Kirkwood HELPS that have been collected, managed and tracked by KUCC in their role as a recognized and established 501c(3) charitable organization.

KUCC Role and Responsibilities:

1. Provide Location + Workspace for Consultant to meet with “clients in need”
2. Provide TULIP insurance coverage on case manager Consultant
3. Serve as the designated 501(c)(3) partner for the first year of initiative for charitable donations, transparency and disbursement purposes.
4. Receive, manage and track charitable donations earmarked for Kirkwood HELPS on KUCC’s charitable giving platform and pay Case Manager Kenny Anderson’s monthly expense invoices from its designated account. Provide year-end 1099-NEC to Case Manager Consultant for tax reporting purposes.
5. Optional participation on Kirkwood HELPS Leadership Steering Committee
6. Inform members regarding opportunity for charitable donations to Kirkwood HELPS Pilot via expected communication modes and volunteer opportunities
7. Provide Letter of Support to Kirkwood HELPS endorsing Pilot Initiative
8. Signatory of the Kirkwood Stakeholders’ Agreement

KNO Role and Responsibilities:

1. Provide Letter of Support to Kirkwood HELPS endorsing Pilot Initiative
2. Optional participation on Kirkwood HELPS Leadership Steering Committee
3. Inform members regarding opportunity for charitable donations to Kirkwood HELPS Pilot via expected communication modes
4. Consideration of Financial Support
5. Signatory of the Kirkwood Stakeholders’ Agreement

KBOA Role and Responsibilities:

1. Provide Letter of Support to Kirkwood HELPS endorsing Pilot Initiative
2. Optional participation on Kirkwood HELPS Leadership Steering Committee
3. Provide Kirkwood HELPS with a free KBOA Membership and occasional opportunities to inform membership regarding donations and other ways to support
4. Consideration of Financial Support
5. Signatory of the Kirkwood Stakeholders’ Agreement

Kirkwood HELPS Role and Responsibilities:

1. Initiative organizing and facilitating
2. Stakeholders outreach and collaboration
3. Program management and oversight
4. Assist with website creation and updating
5. Web domain registration and setup: kirkwoodhelps.org
6. Entity registration with Georgia Secretary of State
7. Chair Leadership Steering Committee
8. Fundraising + Initial \$500 contribution by Co-Founders
9. Signatory of the Kirkwood Stakeholders’ Agreement

Leadership Steering Committee: Comprised of three or more individuals with affiliations to the stakeholder organizations who are party to this Agreement (Exhibit B). The purpose of this committee is to provide oversight, guidance and management of the Kirkwood HELPS Pilot Initiative including, Case Manager Consultant Kenny Anderson, and assess Pilot Initiative's success/effectiveness at meaningful milestone intervals.

Pilot Management and Oversight: The Leadership Steering Committee will provide program oversight and be responsible for the budget, expenses, Consultant's invoices and resolving issues.

Treasurer: The Leadership Steering Committee will engage a qualified person (TBD) with appropriate skill sets and/or experience to serve as Kirkwood HELPS Treasurer at such time the need for such a position becomes necessary.

Initial Fundraising Goal: \$10k (would fund Kirkwood HELPS Pilot for first year with Case Manager Consultant engaged one-day per week).

KUCC's Financial and 501c(3) Partner Role: After one (1) year, KUCC will have the option of either continuing in its financial role as collector, manager, tracker and disbursing agent of charitable donations received on behalf of the Kirkwood HELPS Pilot Initiative or opting out. If KUCC decides to opt out, it may do so by giving the other Stakeholders 30-days written notice so Kirkwood HELPS can transition to a viable alternative charitable 501c(3) non-profit arrangement.

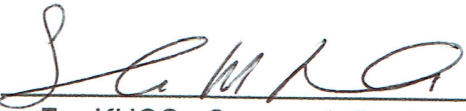
Term: This Agreement will continue in full force and effect for an initial Term of one (1) year and will renew automatically thereafter on an annual basis unless and until terminated by all parties.

Trial Period Milestone: Following the initial twelve (12) week Case Manager Trial Period, the Leadership Steering Committee will draft a Trial Period Summary Report, with recommendations, that informs the Stakeholder parties hereto regarding the Pilot's initial achievements, lessons learned, needs and continuance.

Termination: Any party may terminate their participation, with or without cause, upon 30 days written notice to the other parties at their current addresses of record. Should one of the parties opt to terminate their participation, the remaining parties shall have the option to reconsider and either continue or terminate their participation within 30 days written notice to the remaining parties.

Entire Agreement: This Agreement contains the full and complete understandings between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing signed by each party.

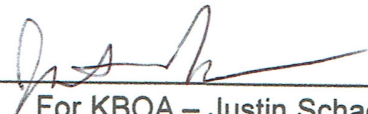
AGREED AND ACCEPTED this 31 Day of August, 2024:

By: 
For KUCC - Susannah Davis

By: Reverend KUCC
Title

By: Mathew George 11/10/2024
For KNO - Mathew George

By: President
Title

By: 
For KBOA - Justin Schaeffer

By: PRESIDENT
Title

By: 
For Kirkwood HELPS - D. Kuechenmeister

By: Initiator/Organizer/Facilitator
Title