

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. & 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.

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	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
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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.

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 budget.

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