

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. & 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. & 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