

**CONTRACT BETWEEN THE
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND THE
NASHVILLE CAREER ADVANCEMENT CENTER**

This Contract, made and entered into this ____ day of ____, 2002, by and between the Metropolitan Development and Housing Agency, hereinafter referred to as "MDHA" and the Nashville Career Advancement Center, hereinafter referred to as "NCAC"

WITNESSETH:

WHEREAS, a portion of payments received in connection with the Capitol Mall Urban Development Action Grant (UDAG) is allocated to economic development activities; and

WHEREAS, the offering of employment-related services at several public housing developments and their surrounding areas will provide economic development opportunities for low-moderate income persons in those locations; and

WHEREAS, NCAC has agreed to organize, present, and conduct community-based employment services for adults and youth in the Tony Sudekum Homes, J.C. Napier Homes, Vine Hill Homes, Preston Taylor Homes, Sam Levy Homes, and John Henry Hale Homes communities; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

NCAC will organize, present, and operate an Employment Services Program for residents of the above mentioned communities. Attached is a program outline (Exhibit A) which is incorporated as a part of this contract. The program is to offer a number of Career Development Products at each site based on the particular needs of each population. The actual number and array of services listed in Exhibit A may vary, by mutual agreement of the parties, as needed. Goals for the overall program are to service 500 persons, enroll 150 persons into WIA Career Development Services, and to place 200 persons into employment.

SECTION 2 - RESPONSIBILITIES OF PARTIES

NCAC will perform and oversee the duties described above and take other action necessary to accomplish the spirit of this agreement. In addition NCAC will:

- A. Submit a monthly or quarterly report to MDHA (see Exhibit A) identifying participants in the Employment Services Program, their addresses, their status in the program and the services provided, and for employment data, the date of employment, occupational description, full or part-time status, and starting wage;
- B. At the request of MDHA, periodically send a representative to meetings to discuss the program;
- C. Submit monthly or quarterly invoices to MDHA for reimbursement;
- D. Document the expenditure of \$169,000.00 of UDAG and other MDHA funds, and all other matching funds.
- E. At contract conclusion submit a written final report and evaluation of the program to MDHA.

MDHA will monitor the program and assist as needed and feasible.

SECTION 3 - TIME OF PERFORMANCE

- A. Services shall start on the 1st day of July, 2002, and end on the 30th day of June, 2003, or at the expiration of grant funding.
- B. This Agreement may be terminated upon thirty days written notice by either party.
- C. Upon written agreement between the two parties and all necessary approvals and/or appropriations of funds, this contract may be extended for one successive period of twelve months.

SECTION 4 - PAYMENT TERMS AND CONDITIONS

- A. MDHA shall reimburse NCAC for services described above, not to exceed \$169,000.00.
- B. NCAC will submit invoices and a description of work performed monthly or quarterly, at the option of NCAC and subject to Exhibit A, to MDHA for reimbursement.
- C. MDHA will reimburse NCAC monthly or quarterly, at the option of NCAC, upon receipt of the items described in B. above and upon careful review and audit of such items.

SECTION 5 - NOTICES

All notices under this Agreement shall be in writing and sent by certified mail to the address listed below for each party.

Metropolitan Development and Housing Agency
Attention: Mr. Phil Ryan
701 S. Sixth Street
Nashville, TN 37206

Nashville Career Advancement Center
Attention: Ms. Christine Bradley
621 Mainstream Drive
Suite 210
Nashville, TN 37228-1210

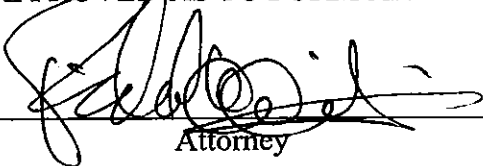
SECTION 6 - STANDARD TERMS AND CONDITIONS

Incorporated into this contract is Exhibit B, Standard Terms and Conditions, which is attached hereto and made a part hereof.

SECTION 7 - SIGNATURES

METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

APPROVED AS TO FORM AND LEGALITY:



Attorney

Date: 7/19/02

APPROVED:

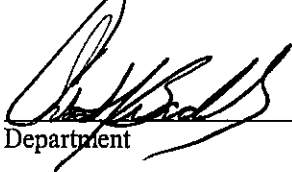


Executive Director

Date: 7/25/02

SIGNATURE PAGE
FOR
GRANT NCAC Employment Services Program

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY



Department

APPROVED AS TO AVAILABILITY
OF FUNDS:



David Manning, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed: _____

EXHIBIT A
**NCAC Proposal for
 Community Based
 Employment Services for Adults and Youth
 July 1, 2002- June 30, 2003**

Program Purpose:

To provide career development service plan for low income and entry level adult job seekers and youth in hard to serve communities in Nashville in order to increase the income level of underemployed Nashville residents utilizing existing resources.

Public Housing initiatives:

- Southside Enterprise Community
- Vine Hill Hope VI Initiative
- Preston Taylor Hope VI Initiative (In the early implementation stage)
- Sam Levy Hope VI Initiative (In the pre-planning stage)
- John Henry Hale

Actual Deliverables and report schedule:

At 6 months, NCAC agrees and looks forward to a review of performance data at which time continuation of funding can be discussed.

Anticipated Annual Outcomes

Outcome	Reporting Schedule
500 adults served by MDHA funded services	Monthly
500 adults who access Job Search services	Monthly
150 enrolled into WIA for Career Development services	Monthly
200 adults placed into employment as a result of Career Development services	Quarterly
45 adults pulled for Customer Satisfaction as a random sample of WIA enrollees (compiled by independent entity and funded by WIA)	Quarterly

The above outcomes are anticipated and may vary depending on the total number of individuals affected by the initiatives. Any change to the above will be done with the agreement of MDHA.

Career Development Products-

To be finalized and reviewed as needed in partnership with MDHA staff to meet resident needs

2 Job Clubs per site/ per month

- 1 1/2 hour meetings to present employment opportunities,
- Information is presented about the labor market,
- Employers often discuss job requirements
- Applications are filled out
- Interviews are arranged as appropriate
- Soft skills are integrated as appropriate

2 Soft Skill workshops per site/per month to job seekers

- Job Search Tips,
- How to Build a Better Resume,
- Winning Attitudes for the Workplace,
- Interview Skills, and
- others as appropriate.

Vocational Assessments:

On site employment assessments that will help community residents explore their skills and interests to match with current employment opportunities, results reviewed by staff as needed

Technical Assistance for employment related products

- Job Fairs:
Technical support for semi annual job fairs to help employers and job seekers connect, coordinated with MDHA and Community initiatives. Assistance may be in the form of employer recruitment, job fair organization, manpower for the event, for example.
- Train the trainer as appropriate:
Will work with MDHA funded staff as appropriate to teach how to provide workshops, perform vocational assessments, utilize career center tools, etc.

Continued presence at the Southside Enterprise Community

- Receptionist/program assistant
- Access to job listings
- Resource Center Management
- All above mentioned deliverables

Coordination with NCAC program services:

- Workforce Investment Act employment services
- Welfare to Work program services
- Career Access Network for job seekers with disabilities
- Youth services contractors

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

NCAC shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

2. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract.

3. AUDIT REQUIREMENTS

- A. This Contract, as well as any sub-agreements made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- B. MDHA hereby notifies NCAC that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. A copy of the single audit report will be kept on file and made available to MDHA staff during sub recipient monitoring visits and appropriate officials as requested. If applicable NCAC agrees to comply with these requirements.

4. CONFLICT OF INTEREST

NCAC agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. NCAC further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by NCAC hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the NCAC, or of any designated public agencies or sub recipients which are receiving funds under this program.

5. PROCUREMENT STANDARDS AND METHODS

NCAC shall comply with MDHA's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

NCAC shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

7. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed that this Contract was executed and performed in Davidson County, Tennessee, and as such, it is agreed by both parties that venue for said litigation, including an action for Declaratory Judgment, will be in Davidson County, Tennessee.

8. ASSIGNMENT

Neither MDHA nor NCAC may assign its rights or delegate its responsibilities under this Contract.

9. ENTIRE CONTRACT AND MODIFICATION

This instrument contains the entire Contract between MDHA and NCAC. Oral changes of it will have no effect. It may be altered only by a later written agreement signed by both parties.

10. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

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NCAC will organize, present, and operate an Employment Services Program for residents of the above mentioned communities. Attached is a program outline (Exhibit A) which is incorporated as a part of this contract. The program is to offer a number of Career Development Products at each site based on the particular needs of each population. The actual number and array of services listed in Exhibit A may vary, by mutual agreement of the parties, as needed. Goals for the overall program are to service 500 persons, enroll 150 persons into WIA Career Development Services, and to place 200 persons into employment.

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MDHA will monitor the program and assist as needed and feasible.

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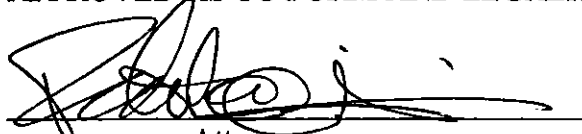
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APPROVED AS TO FORM AND LEGALITY:



Attorney

Date: 7/19/02

APPROVED:



Executive Director

Date: 7/25/02

SIGNATURE PAGE
FOR
GRANT NCAC Employment Services Program

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY




Department

APPROVED AS TO AVAILABILITY
OF FUNDS:



David Manning, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date Filed: _____

EXHIBIT A
NCAC Proposal for
Community Based
Employment Services for Adults and Youth
July 1, 2002- June 30, 2003

Program Purpose:

To provide career development service plan for low income and entry level adult job seekers and youth in hard to serve communities in Nashville in order to increase the income level of underemployed Nashville residents utilizing existing resources.

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Actual Deliverables and report schedule:

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Anticipated Annual Outcomes

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7. VENUE

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