

**AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO AMEND ORDINANCE 13-0-0289 WHICH AUTHORIZED THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) AND TO NOW ACCEPT ADDITIONAL GRANT FUNDS IN THE VALUE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$614,810.00) FROM THE MARYLAND WORKFORCE CORPORATION; AMENDING THE 2013-151 (JOB TRAINING GRANT FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$614,810.00) IN THE ACCELERATING CONNECTIONS TO EMPLOYMENT (ACE) FUND FROM THE MARYLAND WORKFORCE CORPORATION FOR THE WORKFORCE INNOVATIONS FUND GRANT, TO EXPAND AND IMPROVE EDUCATION, TRAINING, AND EMPLOYMENT OPPORTUNITIES FOR LOW-SKILLED INDIVIDUALS THROUGH DUAL ENROLLMENT PROGRAMS, WRAP AROUND SERVICES; AND FOR OTHER PURPOSES.**

**Review List:**

Cynthia Sellers	Completed	10/18/2013 11:45 AM
Martin Clarke	Completed	10/18/2013 11:51 AM
Deborah Lum	Completed	10/18/2013 3:41 PM
Mayor's Office	Completed	10/18/2013 3:42 PM
Office of Research and Policy Analysis	Completed	10/21/2013 5:56 PM
Community Development & Human Resources Committee	Completed	11/06/2013 10:46 AM
Atlanta City Council	Completed	11/07/2013 9:09 AM
Community Development & Human Resources Committee		Pending
Mayor's Office		Pending

**HISTORY:**

10/29/13	Community Development & Human Resources Committee	
11/04/13	Atlanta City Council	REFERRED TO COMMITTEE

<b>RESULT:</b>	<b>REFERRED TO COMMITTEE [12 TO 0]</b>	<b>Next: 11/12/2013 12:30 PM</b>
<b>AYES:</b>	Watson, Wan, Martin, Smith, Winslow, Moore, Young Jr., Sheperd, Bottoms, Hall, Archibong, Adrean	
<b>ABSENT:</b>	H. Lamar Willis	
<b>AWAY:</b>	Howard Shook, Michael Julian Bond	

**RESULT:** REFERRED TO COMMITTEE [12 TO 0] Next: 11/12/2013 12:30 PM  
**AYES:** Watson, Wan, Martin, Smith, Winslow, Moore, Young Jr., Sheperd, Bottoms, Hall, Archibong, Adrean  
**ABSENT:** H. Lamar Willis  
**AWAY:** Howard Shook, Michael Julian Bond

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

**AN ORDINANCE  
BY COMMUNITY DEVELOPMENT & HUMAN RESOURCES COMMITTEE**

**AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO AMEND ORDINANCE 13-0-0289 WHICH AUTHORIZED THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) AND TO NOW ACCEPT ADDITIONAL GRANT FUNDS IN THE VALUE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$614,810.00) FROM THE MARYLAND WORKFORCE CORPORATION; AMENDING THE 2013-151 (JOB TRAINING GRANT FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$614,810.00) IN THE ACCELERATING CONNECTIONS TO EMPLOYMENT (ACE) FUND FROM THE MARYLAND WORKFORCE CORPORATION FOR THE WORKFORCE INNOVATIONS FUND GRANT, TO EXPAND AND IMPROVE EDUCATION, TRAINING, AND EMPLOYMENT OPPORTUNITIES FOR LOW-SKILLED INDIVIDUALS THROUGH DUAL ENROLLMENT PROGRAMS, WRAP AROUND SERVICES; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Atlanta (“City”) administers special programs under contract to the Atlanta Workforce Development Agency (“AWDA”); and

WHEREAS, Accelerating Connections to Employment (“ACE”) is a U.S. Department of Labor funded Workforce Innovations Fund grant; and

WHEREAS, ACE is a four state, nine local Workforce Investment Area initiative to expand and improve education, training, and employment opportunities for low-skilled individuals; and

WHEREAS, Baltimore County Department of Economic Development’s Division of Workforce Development is the grant recipient; and

WHEREAS, The Maryland Workforce Corporation (“MWC”) is the project’s administrator and intermediary for all components of the ACE project outside of Baltimore County; and

WHEREAS, AWDA was awarded Two Hundred and Fifty Thousand Dollars (\$250,000.00) in grant funds under the ACE project for its Workforce Investment Area per the Vendor Agreement with MWC; and

WHEREAS, AWDA has been awarded an increased portion of grant funds in the amount of Six Hundred Fourteen Thousand, Eight Hundred and Ten dollars (\$614,810.00) for a total amount of Eight Hundred Sixty Four Thousand, Eight Hundred and Ten dollars (\$864,810.00) of which includes the original modification award of Two Hundred and Fifty Thousand Dollars (\$250,000.00), to expand, increase and operate the ACE project for its Workforce Investment Area per the Vendor Agreement with MWC; and

WHEREAS, AWDA recommends the City to accept the ACE Grant to support its initiative to expand and improve education, training, and employment opportunities for low-skilled individuals with additional funding for capacity building; and

WHEREAS, AWDA recommends amending the 2013-151 (Job Training Grant Fund) budget, and increasing the receipts by adding to anticipations and appropriations in the amount Six Hundred Fourteen Thousand, Eight Hundred and Ten dollars (\$614,810.00) in the ACE Grant fund, for a total amount of Eight Hundred Sixty Four Thousand, Eight Hundred and Ten dollars (\$864,810.00).

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: The Mayor or his designee, on behalf of the City of Atlanta, is authorized to accept a grant in the amount of Six Hundred Fourteen Thousand, Eight Hundred and Ten dollars (\$614,810.00) from the Maryland Workforce Corporation (“MWC”) for the purpose of expanding and improving education, training, and employment opportunities for low-skilled individuals; and

Section 2: That such documents as may be necessary be authorized to be executed by appropriate parties to effectuate said grant; and

Section 3: That the 2013 (Job Training Grant Fund) budget is hereby amended as follows:

Add to Anticipations

PTAEO		FDOA						
Award Number	Amount	Fund	GL Dept#	Rev. Acct.	Function Activity Number	GL Project#	GL Funding Source	
250332116	\$614,810.00	2503	250501	3341101	7670000	211456	32116	

Add to Appropriations

PTAEO				FDOA						
Project Number	Award Number	Exp. Acct	Owning Org.	Amount	Fund	GL Dept#	Exp. Acct.	Function Activity Number	GL Project#	GL Funding Source
25211456	250332116	5999999	COA	\$614,810.00	2503	250501	5999999	7670000	211456	32116

Section 4: That all existing ordinances or parts of ordinances in conflict with this ordinance shall be waived for the purposes of this ordinance only, and only to the extent of the conflict.

**AN ORDINANCE BY  
COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

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25211456	250332116	5999999	COA	\$614,810.00	2503	250501	5999999	7670000	211456	32116

**Section 4:** That all existing ordinances or parts of ordinances in conflict with this ordinance shall be waived for the purposes of this ordinance only, and only to the extent of the conflict.

Attachment: Legislation - ACE Program Ordinance-Final 10 2 (13-O-1355 : AWDA ACE AWARD- \$614K)

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Roberta L. Hall

Contact Number: (404) 546-3038

Originating Department: Atlanta Workforce Development Agency (AWDA)

Committee(s) of Purview: Planning & Community Development

Chief of Staff Deadline: October 18, 2013

Anticipated Committee Meeting Date(s): October 29, 2013

Anticipated Full Council Date: November 4, 2013

Legislative Counsel's Signature: \_\_\_\_\_

Commissioner's Signature: \_\_\_\_\_

Chief Financial Officer: \_\_\_\_\_

Chief Information Officer Signature (for IT Procurements) \_\_\_\_\_

Chief Procurement Officer Signature: \_\_\_\_\_

**CAPTION**

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO AMEND ORDINANCE 13-0-0289 WHICH AUTHORIZED THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) AND TO NOW ACCEPT ADDITIONAL GRANT FUNDS IN THE VALUE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$614,810.00) FROM THE MARYLAND WORKFORCE CORPORATION; AMENDING THE 2013-151 (JOB TRAINING GRANT FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$614,810.00) IN THE ACCELERATING CONNECTIONS TO EMPLOYMENT (ACE) FUND FROM THE MARYLAND WORKFORCE CORPORATION FOR THE WORKFORCE INNOVATIONS FUND GRANT, TO EXPAND AND IMPROVE EDUCATION, TRAINING, AND EMPLOYMENT OPPORTUNITIES FOR LOW-SKILLED INDIVIDUALS THROUGH DUAL ENROLLMENT PROGRAMS, WRAP AROUND SERVICES, AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

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Received by CPO: \_\_\_\_\_  
(date)

Received by LC from CPO: \_\_\_\_\_  
(date)

Received by Mayor's Office: \_\_\_\_\_  
(date)

Reviewed by: \_\_\_\_\_  
(date)

Submitted to Council: \_\_\_\_\_ (date)

Attachment: Transmittal Form for Legislation -ACE (13-O-1355 : AWDA ACE AWARD- \$614K)

*Legislative White Paper*

**Committee of Purview: Planning**

**Caption:** TO AMEND ORDINANCE 13-0-0289 WHICH AUTHORIZED THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) AND TO NOW ACCEPT ADDITIONAL GRANT FUNDS IN THE VALUE AMOUNT OF SIX HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$614,810.00)

**Council Meeting Date:** November 4, 2013

**Legislation Title:** Planning and Community Development

**Requesting Dept.:** Atlanta Workforce Development Agency (AWDA)

**Contract Type:** N/A

**Source Selection:** N/A

**Bids/Proposals Due:** N/A

**Invitations Issued:** N/A

**Number of Bids/  
Proposals Received:** N/A

**Bidders/Proponents:** N/A

**Background:**

**Fund Account Center:** N/A

**Source of Funds:** N/A

**Fiscal Impact:** None

**Term of Contract:** N/A

**Method of Cost Recovery:**

**Approvals:**

**DOF:**

**DOL:**

**Prepared By:** Roberta L. Hall

**Contact Number:** (404) 546-3038

Attachment: Transmittal Form for Legislation -ACE (13-O-1355 : AWDA ACE AWARD- \$614K)

**Vendor Agreement: Atlanta Workforce Development Agency****MARYLAND WORKFORCE CORPORATION**

406 Headquarters Drive. Suite 207 Millersville, MD 21108

**VENDOR AGREEMENT****DATE:** December 1, 2012**CONTRACT #:** 2013-151**CONTRACT TYPE:** Cost Reimbursement**MODIFICATION #:** 1**VENDOR:** Atlanta Workforce Development Agency**POINTS OF CONTACT:****MWC:**

Andrew A. Moser  
 President\CEO  
 Maryland Workforce Corporation  
 406 Headquarters Drive, Suite 207  
 Millersville, Maryland 21108  
 Phone : (410) 729-0007 ext. 12  
 E-Mail : amoser@theworkforcecorp.org

**Vendor:**

Deborah Lum  
 Executive Director  
 Atlanta Workforce Development Agency  
 818 Pollard Boulevard  
 Atlanta, Georgia 30314  
 Phone: 404-546-3001  
 E-Mail: [dlum@atlantaga.gov](mailto:dlum@atlantaga.gov)  
 FEIN: 58-1336367

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**Program Services:****I. STATEMENT OF WORK:**

Accelerating Connections to Employment (ACE) is a US Department of Labor funded Workforce Innovations Fund grant. ACE is a four state, nine local Workforce Investment Area initiative to expand and improve education, training and employment opportunities for low-skilled individuals. Baltimore County's Department of Economic Development's Division of Workforce Development is the grant recipient. The Maryland Workforce Corporation (MWC) is the project's administrator and intermediary for all components of the ACE project outside of Baltimore County.

## **Vendor Agreement: Atlanta Workforce Development Agency**

The Atlanta Workforce Development Agency, henceforth known as the vendor, will implement and operate the ACE project for their Workforce Investment Area as outlined in section III.

### **II. DURATION: Start Date: December 1, 2012 End Date: September 27, 2013**

The term of this agreement will begin and end on the dates identified above. Pending satisfactory performance, this agreement may be renewed on an annual basis until the end of the grant period. Renewal will be based on satisfactory performance and is subject to the approval of the MWC. MWC's fiscal year is July 1 to June 30. Unless modified, all future agreements issued by the MWC will conform to this annual financial cycle. This agreement is the first phase of ACE's project implementation, which is scheduled to conclude October 2015. ACE's evaluation phase is projected to finish October 2016.

### **III. DELIVERABLES & WORK PLAN:**

The vendor will implement and operate the ACE project per the terms of this contract and the awarded proposal (see Attachment A). The vendor also agrees to cooperate fully with the selected ACE evaluator and the National Evaluation Coordinator, which is Abt & Associates. The following is a non-exhaustive list of objectives, products, and services that the vendor will complete and/or provide to fulfill its role in the ACE project. The vendor will:

Complete required reports (both as programmatic and fiscal) as necessary (see Attachment B & C)

Hire new staff or dedicate existing staff with the funds provided by this agreement

Recruit potential eligible participants

Select specific demand occupations within the health care sector for the development of training programs

Select another demand sector and related occupations, besides health care, that is unique to your local area/region for the development of training programs

With the funds identified in section V of this agreement, provide Atlanta Technical College and Georgia Piedmont College, henceforth known as the partner community college(s) with the necessary resources to create IBEST curriculum and training programs for the sectors and occupations selected by the vendor.

Ensure that the curriculum and the programs developed and delivered by the partner community college(s) follow the IBEST model. As a result, they should:

### **Vendor Agreement: Atlanta Workforce Development Agency**

- *Target occupations and sectors with strong employer demand which offer realistic and navigable career pathways for adults with lower skills.*
- *Actively engage employers, industry associations, and WIBs to determine labor market demand, understand skill requirements for entry-level positions, and make connections that will help program completers find jobs.*
- *Lead to a credential valued by employers, whether the program is offered for credit or as a non-credit program.*
- *Provide pre-testing and post-testing using the Test of Adult Basic Education (TABE), the Comprehensive Adult Student Assessment Systems (CASAS), or any other nationally recognized testing instrument. The vendor must inform the MWC and the ACE evaluator of the testing instrument to be used. Whatever testing instrument is selected, the vendor and/or the partner community college must use that same instrument throughout the duration of the ACE project.*
- *Incorporate a well-defined intake process, including recruitment, screening, and orientation to increase the likelihood that selected students will be a good match for the program and the targeted career pathway.*
- *Integrate occupational and basic skills curricula so that students build their basic and occupational skills simultaneously, and incorporate co-teaching by a basic skills or ESL and an occupational skills instructor for at least 50 percent of the occupational training hours of the program.*
- *Offer student support services, including individual coaching throughout the program, assistance in planning and navigating transitions to further education and employment, and academic support for students who face challenges mastering program content.*
- *Offer employment-related services (in-house or through partnerships, particularly with community-based organizations and local One Stop offices) to increase students' likelihood of moving into relevant jobs or advancing along career pathways.*
- *Result from a rigorous planning process involving adult basic education/ESL faculty, occupational skills faculty (credit and non-credit), and staff from a variety of student support and administrative divisions, and information technology staff. These various divisions should together map out educational pathways and supports for students during and after ACE.*

Include a strong data tracking component, using a common system developed in collaboration with other participating ACE Workforce Investment Boards and community colleges, to capture students' educational and employment gains through pre and post tests.

Provide the partner community college(s) with funds for interdepartmental coordination,

**Vendor Agreement: Atlanta Workforce Development Agency**

IBEST curriculum development, and student navigation as provided for in the contract budget

In partnership with the local community college, assess the skill and education level of recruited participants

Refer potential participants to your partner community college for training in ACE programs

Issue training agreements, contracts, and/or individual training accounts (ITAs) to pay for participant training as provided in this agreement

Provide additional wrap-around services with the funds provided in this agreement

Facilitate job placement and retention of ACE program participants

Track the progress and outcomes of program participants

Participate in all ACE/USDOL required conference calls, meetings, events, and conferences

Work collaboratively with the selected ACE evaluator, project managers, and related staff

**IV. MONITORING:**

The MWC, Baltimore County, the U.S. Department of Labor, the U.S. Comptroller General, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcriptions from any and all records pertaining to this agreement. MWC reserves the right to monitor any part of this project at any time. The vendor will supply reports and paperwork as required by MWC and will retain records pertaining to this agreement for a minimum of three (3) years (29 CFR 97.42 or 29 CFR 95.53).

**V. REPORTING AND BUDGET:**

The vendor warrants that to its best knowledge and belief, the billings presented by the vendor are a complete and accurate statement of the services provided by vendor, that the vendor is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement. All materials provided by Contractor shall be accounted for and materials not accounted for will be charged to and paid for by the vendor. The vendor shall only charge for materials and services in the quantities actually used in the performance of this agreement.

Programmatic and financial reports must be submitted along with invoices on a monthly basis and include receipts and the appropriate documentation for all expenses. All reimbursable expenses must occur within the contract period. Invoices must be received

**Vendor Agreement: Atlanta Workforce Development Agency**

in accordance with the tasks outlined in Section III and must provide detail as to the actual days worked. Request for reimbursement for travel and other related expenses must be accompanied by appropriate receipts and documentation. MWC operates on a 30 day net. The vendor shall be paid within thirty (30) days from MWC's receipt of a proper invoice, with documentation, from vendor. For specific information on the accounting procedures for this contract, please see OMB Circulars 48 CFR 31, 29 CFR 96. For administrative requirements, see 29 CFR 95 (for grants). All administrative costs, as defined in 20 CFR 667.220(a), must be charged to the budget line item entitled "Enhanced WIB funding" and must not exceed 5% of the total amount of that line item.

All unexpended funds must be returned to the MWC. MWC reserves the right to modify budget line item amounts during the contract period. Line items may be increased or decreased depending on vendor performance, progress, and or expenditure rate.

Invoices will be submitted to the attention of Andrew Moser, President\CEO, Maryland Workforce Corporation, 406 Headquarters Drive. Suite 207 Millersville, Maryland, 21108.

**Budget Detail:**

<b>Item</b>	<b>Description</b>	<b>Totals</b>
Career Navigator	1 dedicated staff @ \$70,000 per year for 6 months	\$35,000
Enhanced WIB funding	Supplemental funding for ACE program activities and One-Stop Operations	\$35,000
ACE/IBEST program development	Funds to be used for the development of ACE/IBEST curriculum	\$50,000
Training	Funds to be used to cover tuition costs for ACE program participants	\$100,000
Transportation	Funds to be used to provide program participants with transportation assistance related to training (not to exceed \$300 per participant for the entire length of the program)	\$30,000
<b>Total Not to Exceed</b>		<b>\$250,000</b>

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**TOTAL CONTRACT AMOUNT NOT TO EXCEED** **\$250,000**

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**VI. TERMINATION FOR CAUSE:**

If, through any cause, the vendor shall fail to fulfill in a timely and proper manner their obligations under this agreement, or if the vendor shall violate any of the covenants,

### **Vendor Agreement: Atlanta Workforce Development Agency**

agreements or stipulations of the agreement, MWC shall thereupon have the right to terminate this agreement, by giving written notice to the vendor of such termination and specify the reason(s) and effective termination date at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the vendor under this agreement shall at the option of MWC become its property. In the event of termination for cause, MWC shall be liable for payment only for work/services satisfactorily completed prior to the effective date of the termination providing such work/services were rendered in accordance with the provisions of this agreement.

Notwithstanding the above, the vendor shall not be relieved of liability to MWC for damages sustained by MWC by virtue of any breach of the agreement by the vendor, and MWC may withhold any payments to the vendor for the purpose of setoff until such time as the exact amount of damages due MWC from the vendor is determined.

Following issuance of a Notice of Termination, the vendor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the vendor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personnel services that extended beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the vendor agrees to:

1. Cease all work by the effective termination date
2. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
3. Assign MWC in the matter, at the time and to the extent directed by MWC, all of the rights, title and interest of the vendor under the orders and subcontractors so terminated. MWC shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontractors

#### **VII. TERMINATION FOR CONVENIENCE:**

MWC retains the right to terminate or reduce this contract in whole or in part if local, state, federal, or other funds are not available. The MWC and the vendor have the reciprocal right to terminate this Agreement for convenience. The requesting party shall provide the other party with advance written notice with the effective termination date. In no instance shall a Notice of Termination for Convenience be effective in less than (30) days after receipt of notice thereof. The vendor shall be entitled to receive just and equitable compensation for services satisfactorily rendered/costs incurred in accordance with the provisions of this agreement.

Notwithstanding the above, the vendor shall not be relieved of liability to MWC for damages sustained by MWC by virtue of any breach of the agreement by the vendor, and

### **Vendor Agreement: Atlanta Workforce Development Agency**

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### **VIII. GENERAL PROVISIONS:**

- The terms of this contract are contingent upon the continued availability of funds. If those funds are rescinded, terminated, or reduced, this contract may be terminated or modified accordingly. This action may occur with or without notice.
- In the event of a termination for cause or convenience, the vendor will return all unexpended funds to the MWC.
- The vendor is prohibited from entering into any 2<sup>nd</sup> or 3<sup>rd</sup> party subcontracts related to this agreement without the express written approval of the MWC.
- The vendor agrees to operate and provide services in accordance with the provisions of this agreement, with all assurances, terms, and conditions included.
- The vendor assures MWC that it possesses the legal authority to enter this agreement. Further, that its governing body has authorized the signatory official to enter this agreement and any subsequent modifications.
- The vendor also assures MWC that neither it, nor its principals are presently debarred from receiving federal funds, nor do they anticipate, for the duration of this agreement, being debarred from receiving federal funds and are in good standing with the State of Maryland.
- The vendor will supply reports and paperwork as required by MWC and will retain records pertaining to this agreement for a minimum of three (3) years.
- The vendor agrees to follow MWC reporting requirements.
- The vendor certifies that it will abide by all federal and state equal opportunity laws and that it will not discriminate on the basis of political or religious opinion or affiliation, marital status, sexual orientation, race, color, creed, or national origin, or sex or age, except when age and sex constitute a bonafide occupational qualification, or the

### **Vendor Agreement: Atlanta Workforce Development Agency**

- physical or mental disability of a qualified disabled individual.
- The vendor assures that it will make a good faith effort to eliminate illegal drug use and alcohol and drug abusers from its workplace during the length of this agreement.
  - For specific information on the cost principles for this contract, please see the following OMB circulars. For non-profit organizations, see OMB circular A-122 and A-133. For government organizations, see OMB circular A-87 and A-133. For Commercial organizations, see OMB circular 48 CFR 31.
  - The vendor shall not publish any reports, data or information generated or obtained in the course of performing this agreement (including without limitation, information or data obtained hereunder concerning private individuals protected by Privacy Act or HIPAA regulations, organizations, or public agencies or any other source under promise of confidentiality), without the prior written consent of an authorized MWC representative. The vendor may use and publish information, reports, data generated or obtained in the course of performing this agreement only with prior written approval of an authorized MWC representative and with proper attribution. Once the contract for the project is over and the agreement between MWC and the vendor agreement ends, data and information generated or obtained by the vendor during this agreement may become public domain; however, the vendor shall obtain written approval from an authorized MWC representative that the data is public domain even after the agreement between the vendor and MWC ends.
  - With respect to any reports, data, and information produced by the vendor in the course of performing this agreement, MWC will have unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so. The vendor will fully disclose, deliver, and transfer to MWC, and vendor irrevocably assigns to MWC its entire right, title, and interest in and to any and all ideas, methods, inventions, devices, and improvements, originating, conceived, acquired, or developed by the vendor, either solely or jointly with others, in connection with this agreement. The provisions of this paragraph shall survive expiration or termination of this agreement.
  - If the vendor fails to adhere to any of the aforementioned provisions, the MWC may terminate the contract immediately, withhold payment, and/or take further legal action to recover any and all damages.
  - No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both parties.
  - This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
  - If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect

As evidenced by the signatures below, this contract is hereby executed pursuant to the terms & conditions within.

**Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA****MARYLAND WORKFORCE CORPORATION**

406 Headquarters Drive. Suite 207 Millersville, MD 21108

**VENDOR AGREEMENT****DATE:** December 1, 2012**CONTRACT #:** 2013-151**CONTRACT TYPE:** Cost Reimbursement**MODIFICATION #:** 2**VENDOR:** Atlanta Workforce Development Agency**POINTS OF CONTACT:****MWC:**

Andrew A. Moser  
 President\CEO  
 Maryland Workforce Corporation  
 406 Headquarters Drive, Suite 207  
 Millersville, Maryland 21108  
 Phone : (410) 729-0007 ext. 12  
 E-Mail : amoser@theworkforcecorp.org

**Vendor:**

Deborah Lum  
 Executive Director  
 Atlanta Workforce Development Agency  
 818 Pollard Boulevard  
 Atlanta, Georgia 30314  
 Phone: 404-546-3001  
 E-Mail: [dlum@atlantaga.gov](mailto:dlum@atlantaga.gov)  
 FEIN: 58-1336367

**Program Services:****I. STATEMENT OF WORK:**

Accelerating Connections to Employment (ACE) is a US Department of Labor funded Workforce Innovations Fund grant. ACE is a four state, nine local Workforce Investment Area, ten community college initiative to expand and improve education, training and employment opportunities for low-skilled individuals. Baltimore County's Department of Economic Development's Division of Workforce Development is the grant recipient. On behalf of the grant recipient, the Maryland Workforce Corporation (MWC) is the project's contract administrator.

Attachment: CCE10172013 (13-O-1355 : AWDA ACE AWARD- \$614K)

**Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA**

The Atlanta Workforce Development Agency (AAWDA) henceforth known as the vendor, will implement and operate the ACE project for their Workforce Investment Area as outlined in section III.

**II. DURATION: Start Date:** December 1, 2012 **End Date:** October 31, 2015

The term of this agreement will begin and end on the dates identified above. MWC's fiscal year is July 1 to June 30. The ACE project is scheduled to conclude October 2015. ACE's evaluation phase is projected to finish October 2016.

**III. DELIVERABLES & WORK PLAN:**

The vendor will implement and operate the ACE project per the terms of this contract and the awarded proposal (see Attachment A). The vendor also agrees to cooperate fully with the selected ACE evaluator and the National Evaluation Coordinator, which is Abt Associates, Inc. The following is a list of objectives, products, and services that the vendor will complete and/or provide to fulfill its role in the ACE project. The vendor will:

Complete required reports (both programmatic and financial) as necessary (see Attachment B & C). Financial reports are due by the 15th of each month for the period covering the preceding month. Requests for reimbursement should accompany the financial reports. Failure to submit financial reports and payment requests in a timely manner may result in a delay of your payment being processed.

Programmatic reports are due quarterly on the following dates listed below. Programmatic reports must include the customer data as entered into ETO. All customer data, for any given month, must be entered into the ETO system by the 15th of the following month. All reports must be submitted electronically to the MWC and the ACE Project Manager.

October 15, 2013	October 15, 2014	October 15, 2015
January 15, 2014	January 15, 2015	January 15, 2016
April 15, 2014	April 15, 2015	
July 15, 2014	July 15, 2015	

Hire new staff or dedicate existing staff with the funds provided by this agreement

Provide the partner community college with necessary resources as provided by this agreement

Provide the MWC and the ACE Project Manager with a written copy of their supportive services policy, prior to expending any ACE funds on supportive services and no later than October 31, 2013

Provide the MWC and the ACE Project Manager with a written justification of ACE tuition costs before billing for tuition costs or by October 31, 2013

Attachment: CCE10172013 (13-O-1355 : AWDACE AWARD- \$614K)

## Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA

Ensure that the curriculum and the programs developed and delivered by the partner community college follow the I-BEST model. As a result, they should:

- *Target occupations and sectors with strong employer demand which offer realistic and navigable career pathways for adults with lower skills.*
- *Actively engage employers, industry associations, and WIBs to determine labor market demand, understand skill requirements for entry-level positions, and make connections that will help program completers find jobs.*
- *Lead to a credential valued by employers, whether the program is offered for credit or as a non-credit program.*
- *Provide pre-testing and post-testing using the Test of Adult Basic Education (TABE), the Comprehensive Adult Student Assessment Systems (CASAS), or any other nationally recognized testing instrument. The vendor must inform the MWC and the ACE evaluator of the testing instrument to be used. Whatever testing instrument is selected, the vendor and/or the partner community college must use that same instrument throughout the duration of the ACE project.*
- *Incorporate a well-defined intake process, including recruitment, screening, and orientation to increase the likelihood that selected students will be a good match for the program and the targeted career pathway.*
- *Integrate occupational and basic skills curricula so that students build their basic and occupational skills simultaneously, and incorporate co-teaching by a basic skills or ESL and an occupational skills instructor for at least 50 percent of the occupational training hours of the program.*
- *Offer student support services, including individual coaching throughout the program, assistance in planning and navigating transitions to further education and employment, and academic support for students who face challenges mastering program content.*
- *Offer employment-related services (in-house or through partnerships, particularly with community-based organizations and local One Stop offices) to increase students' likelihood of moving into relevant jobs or advancing along career pathways.*
- *Continue from a rigorous planning process involving adult basic education/ESL faculty, occupational skills faculty (credit and non-credit), and staff from a variety of student support and administrative divisions, and information technology staff. These various divisions should together map out educational pathways and supports for students during and after ACE.*

Utilize the data tracking system, developed with funds provided in the ACE grant and in collaboration with other participating ACE Workforce Investment Boards and community colleges, to maintain customer files and capture students' educational and employment gains, in accordance with the ACE contract's performance requirements.

Provide the partner community college(s) with funds for interdepartmental coordination, I-BEST curriculum development, and student navigation as provided for in the contract budget

Continue recruitment and provide ACE services to 230 eligible participants by the conclusion of the project.

In partnership with the local community college, assess the skill and education level of

## Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA

recruited participants

Refer potential participants to your partner community college for training in ACE programs

Participate in all ACE/USDOL required conference calls, meetings, events, and conferences

Work collaboratively with the selected ACE evaluator, project managers, and related staff.

### **IV. MONITORING:**

The MWC, Baltimore County, the U.S. Department of Labor, the U.S. Comptroller General, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcriptions from any and all records pertaining to this agreement. Both the MWC and Baltimore County reserve the right to monitor any part of this project at any time. The vendor will supply reports and paperwork as required and will retain records pertaining to this agreement for a minimum of three (3) years after the project has concluded and the final invoice has been paid (29 CFR 97.42 or 29 CFR 95.53).

### **V. REPORTING AND BUDGET:**

The vendor warrants that to its best knowledge and belief, the billings presented by the vendor are a complete and accurate statement of the services provided by vendor, that the vendor is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement. All materials provided by MWC shall be accounted for and materials not accounted for will be charged to and paid for by the vendor. The vendor shall only charge for materials and services in the quantities actually used in the performance of this agreement.

All reimbursable expenses must occur within the contract period. Invoices must be received in accordance with the tasks outlined in Section III and must provide detail as to the actual days worked. Request for reimbursement for travel and other related expenses must be accompanied by appropriate receipts and documentation.

MWC operates on a 30 day net. The vendor shall be paid within thirty (30) days from MWC's receipt of a proper invoice, with documentation, from vendor. For specific information on the accounting procedures for this contract, please see OMB Circulars 48 CFR 31, 29 CFR 96. For administrative requirements, see 29 CFR 95 (for grants).

All funds must be expended in the contract period. All unexpended funds must be returned to the MWC. MWC reserves the right to modify budget line item amounts during the contract period. Line items may be increased or decreased depending on vendor performance, progress, and or expenditure rate.

**Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA**

Invoices will be submitted to the attention of Andrew Moser, President/CEO, Maryland Workforce Corporation, 406 Headquarters Drive, Suite 207 Millersville, Maryland, 21108. Invoices are due monthly by the 15<sup>th</sup> of each month. The final invoice and closeout package for ACE services is due to MWC by December 30, 2015.

**Budget Detail:**

<b>Item</b>	<b>Description</b>	<b>Totals</b>
Career Navigator	1 dedicated staff @ \$70,000 per year for 34 months thru October 30, 2015	\$198,333
Career Navigator	Funds to be used to hire a second career navigator for one year to provide job development services to ACE program participants.	\$70,000
Enhanced WIB funding	Supplemental funding for ACE program activities and One-Stop Operations thru October 30, 2015	\$105,000
ACE/I-BEST program development	Funds to be used for the development of ACE/I-BEST curriculum must be expended by June 30, 2014	\$50,000
Supportive Services	Funds to be used to provide program participants with supportive services as defined under WIA section 101 and related to training and job acquisition thru June 30, 2014	\$50,000
Training	Funds to be used to cover tuition costs for ACE program participants thru June 30, 2014	\$391,477
<b>Total Not to Exceed</b>		<b>\$864,810</b>

**TOTAL CONTRACT AMOUNT NOT TO EXCEED**

**\$864,810**

**VI. TERMINATION FOR CAUSE:**

If, through any cause such as poor performance etc., the vendor shall fail to fulfill in a timely and proper manner their obligations under this agreement, or if the vendor shall violate any of the covenants, agreements or stipulations of the agreement, MWC shall thereupon have the right to terminate this agreement, by giving written notice to the

Attachment: CCE10172013 (13-O-1355 : AWDA ACE AWARD- \$614K)

## **Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA**

vendor of such termination and specify the reason(s) and effective termination date at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the vendor under this agreement shall at the option of MWC become its property. In the event of termination for cause, MWC shall be liable for payment only for work/services satisfactorily completed prior to the effective date of the termination providing such work/services were rendered in accordance with the provisions of this agreement.

Notwithstanding the above, the vendor shall not be relieved of liability to MWC for damages sustained by MWC by virtue of any breach of the agreement by the vendor, and MWC may withhold any payments to the vendor for the purpose of setoff until such time as the exact amount of damages due MWC from the vendor is determined.

Following issuance of a Notice of Termination, the vendor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the vendor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personnel services that extended beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the vendor agrees to:

1. Cease all work by the effective termination date
2. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
3. Assign MWC in the matter, at the time and to the extent directed by MWC, all of the rights, title and interest of the vendor under the orders and subcontractors so terminated. MWC shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontractors

### **VII. TERMINATION FOR CONVENIENCE:**

MWC retains the right to terminate or reduce this contract in whole or in part if local, state, federal, or other funds are not available. The MWC and the vendor have the reciprocal right to terminate this Agreement for convenience. The requesting party shall provide the other party with advance written notice with the effective termination date. In no instance shall a Notice of Termination for Convenience be effective in less than (30) days after receipt of notice thereof. The vendor shall be entitled to receive just and equitable compensation for services satisfactorily rendered/costs incurred in accordance with the provisions of this agreement.

Notwithstanding the above, the vendor shall not be relieved of liability to MWC for damages sustained by MWC by virtue of any breach of the agreement by the vendor, and MWC may withhold any payments to the vendor for the purpose of setoff until such time as the exact amount of damages due MWC from the vendor is determined.

## **Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA**

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3. Assign MWC in the matter, at the time and to the extent directed by MWC, all of the rights, title and interest of the vendor under the orders and subcontractors so terminated. MWC shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontractors

### **VIII. GENERAL PROVISIONS:**

- The terms of this contract are contingent upon the continued availability of funds. If those funds are rescinded, terminated, or reduced, this contract may be terminated or modified accordingly. This action may occur with or without notice.
- In the event of a termination for cause or convenience, the vendor will return all unexpended funds to the MWC.
- The vendor is prohibited from entering into any 2<sup>nd</sup> or 3<sup>rd</sup> party subcontracts related to this agreement without the express written approval of the MWC.
- The vendor agrees to operate and provide services in accordance with the provisions of this agreement, with all assurances, terms, and conditions included.
- The vendor assures MWC that it possesses the legal authority to enter this agreement. Further, that its' governing body has authorized the signatory official to enter this agreement and any subsequent modifications.
- The vendor also assures MWC that neither it, nor its principals are presently debarred from receiving federal funds, nor do they anticipate, for the duration of this agreement, being debarred from receiving federal funds and are in good standing with the State of Maryland.
- The vendor will supply reports and paperwork as required by MWC and will retain records pertaining to this agreement for a minimum of three (3) years.
- The vendor agrees to follow MWC and ACE grant reporting requirements.
- The vendor certifies that it will abide by all federal and state equal opportunity laws and that it will not discriminate on the basis of political or religious opinion or affiliation, marital status, sexual orientation, race, color, creed, or national origin, or sex or age, except when age and sex constitute a bonafide occupational qualification, or the physical or mental disability of a qualified disabled individual.
- The vendor assures that it will make a good faith effort to eliminate illegal drug use and alcohol and drug abusers from its workplace during the length of this agreement.
- For specific information on the cost principles for this contract, please see the following OMB circulars. For non-profit organizations, see OMB circular A-122 and A-133. For government organizations, see OMB circular A-87 and A-133. For Commercial organizations, see OMB circular 48 CFR 31.
- The vendor shall not publish any reports, data or information generated or obtained in the

**Vendor Agreement: Atlanta Workforce Development Agency-Atlanta GA**

course of performing this agreement (including without limitation, information or data obtained hereunder concerning private individuals protected by Privacy Act or HIPAA regulations, organizations, or public agencies or any other source under promise of confidentiality), without the prior written consent of an authorized MWC representative. The vendor may use and publish information, reports, data generated or obtained in the course of performing this agreement only with prior written approval of an authorized MWC representative and with proper attribution to ACE. Once the contract for the project is over and the agreement between MWC and the vendor agreement ends, data and information generated or obtained by the vendor during this agreement may become public domain; however, the vendor shall obtain written approval from an authorized MWC representative that the data is public domain even after the agreement between the vendor and MWC ends.

- With respect to any reports, data, and information produced by the vendor in the course of performing this agreement, MWC as authorized by the Baltimore County Department of Economic Development, Division of Workforce Development, will have unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so. The vendor will fully disclose, deliver, and transfer to MWC, and vendor irrevocably assigns to MWC its entire right, title, and interest in and to any and all ideas, methods, inventions, devices, and improvements, originating, conceived, acquired, or developed by the vendor, either solely or jointly with others, in connection with this agreement. The provisions of this paragraph shall survive expiration or termination of this agreement.
- This agreement is transferable only with the express written consent of both the MWC and the vendor.
- If the vendor fails to adhere to any of the aforementioned provisions, the MWC may terminate the contract immediately, withhold payment, and/or take further legal action to recover any and all damages.
- No amendment, change or modification of this Agreement shall be valid unless it is placed in writing and signed by both parties.
- This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
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As evidenced by the signatures below, this contract is hereby executed pursuant to the terms & conditions within.

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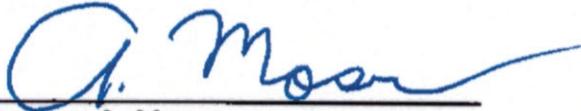
Andrew A. Moser  
 President\CEO  
 Maryland Workforce Corporation  
 Date

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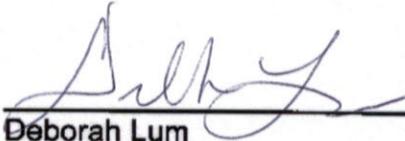
Deborah Lum  
 Executive Director  
 Atlanta Workforce Development Agency  
 Date

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**Vendor Agreement: Atlanta Workforce Development Agency**



Andrew A. Moser  
President\CEO  
Maryland Workforce Corporation  
Date



Deborah Lum  
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