## **RESOLUTION NO. 32347**

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO AN AGREEMENT, IN SUBSTANTIALLY THE **FORM** ATTACHED, WITH CHATTANOOGA **STATE COMMUNITY COLLEGE** TO **ESTABLISH** APPRENTICESHIP READINESS PROGRAM THAT **ASSIST PARTICIPANTS** IN **CREATING PERSONAL** RESILIENCY PLANS TO ADDRESS CURRENT AND FUTURE EMPLOYMENT BARRIERS AND ADEQUATELY PREPARE PARTICIPANTS TO GAIN ENTRANCE INTO A REGISTERED APPRENTICE PROGRAM IN THE BUILDING TRADES INDUSTRY, IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) PER YEAR, FOR A FOUR (4) YEAR PERIOD, FOR A TOTAL AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00).

\_\_\_\_\_\_

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Administrator for the Department of Economic Development to enter into an agreement, in substantially the form attached, with Chattanooga State Community College to establish an Apprenticeship Readiness Program that will assist participants in creating personal resiliency plans to address current and future employment barriers and adequately prepare participants to gain entrance into a Registered Apprentice Program in the building trades industry, in the amount of \$150,000.00 per year, for a four year period, for a total amount of \$600,000.00.

ADOPTED: December 17, 2024

/mem



# CITY OF CHATTANOOGA Independent Contractor Services Standard Form Agreement

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (hereafter "Agreement") is hereby made and entered into by and between CHATTANOOGA STATE COMMUNITY COLLEGE, a Tennessee Board of Regents community college with its principal office located at 4501 Amnicola Highway, Chattanooga, TN 37406 ("CSCC" or "Contractor") and the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal office located at City Hall, 101 E. 11th Street, Chattanooga, TN 37402 ("City"), each individually referred to herein as a "Party" and collectively as the "Parties". This Agreement shall be effective as of the date signed by the City's authorized signatory ("Effective Date").

This Agreement is prepared by the City of Chattanooga and sets forth the terms by which the stated Contractor shall perform the services identified in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

- 1. <u>Term.</u> The Term of this Agreement shall be for a period of four (4) years beginning on the date of last signature.
- 2. <u>Independent Contractor</u>. Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. Contractor is not an employee of the City. The Contractor's relationship to the City shall be that of independent contractor. The Contractor shall not represent or hold itself out to be an employee of City. The Contractor is not eligible to receive any health, medical, wellness or fringe benefits from the City.

## 3. Scope of Services.

- a. The services ("Services") provided during the term of this Agreement and covered by this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
- b. If City determines that any of the Services are not performed in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the Services provided and resolve matters of concern; (b) require Contractor to repeat any substandard Services at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to Section 13 below; or (d) pursue any and all other remedies at law or in equity.

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#### 4. Compensation Terms.

- a. As full compensation for the Services rendered pursuant to this Agreement, the City agrees to pay Contractor an amount not to exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) per year with the total amount over the four (4) year term of the Agreement to not exceed Six Hundred Thousand Dollars and 00/100 (\$600,000.00).
- b. It is understood and agreed that City will not withhold any amount for payment of taxes from the compensation of the Contractor.
- c. The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Contractor shall invoice the City for Services performed. In no event will payment be made prior to receipt of an original invoice. The City is not liable for delays in payment caused by failure of the Contractor to send invoices to the address referenced herein.

# 5. **Supervision of the Work**.

- a. Contractor shall supervise and direct the Services described on **Exhibit A**, using Contractor's best skill and attention as approved by the City. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Services provided hereunder. City will deal only through Contractor, who shall be responsible for the proper execution of the Services.
- b. Any subcontractor relationships or assignment not identified herein or in **Exhibit** A as part of this Agreement, must first be approved by City.
- c. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Services. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and City.
- d. Contractor shall assign only competent personnel to perform any portion of the Services. If at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Services, Contractor shall remove such person or persons immediately upon receiving written notice from City. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

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- e. Contractor shall be responsible to City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor.
- f. Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Services performed by Subcontractor.

#### 6. **Insurance**.

- a. <u>CSCC</u>. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including CSCC or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against CSCC shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 *et seq*.
- b. <u>City</u>. The City, as a Tennessee governmental entity, is self-insured as authorized by the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-403 *et seq.*, which establishes the limits of liability for governmental entities in the State of Tennessee. The City can provide CSCC with a copy of its Certificate of Self-Insurance which sets for the specific limits of liability.

#### 7. Liability.

- a. <u>CSCC</u>. Any and all monetary claims against the State of Tennessee, including CSCC, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-301.
- b. <u>City</u>. Subject to the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29- 20-101 *et seq*. ("TGTLA"), the City shall defend, and if found liable, be responsible for paying damages, subject to the limits of liability pursuant to the TGTLA, arising from third party claims, suits, liabilities and judgments for personal injuries or damage to property or financial loss, caused by the negligent acts or omissions of its employees arising out of this Agreement,

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- 8. <u>Intellectual Property Rights in Work Product</u>. Contractor agrees that all work product it produces within the scope of this Agreement shall be considered "works made for hire" under the federal copyright laws. Contractor hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to City. During the course of this Agreement, Contractor may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit Contractor's use of any knowledge, skills, experience, ideas, concepts, knowhow, and techniques developed prior to or during the course of this Agreement, without limitation, in the development, manufacturing, and marketing of products and services for itself or for other clients. Contractor hereby acknowledges and agrees that any proprietary property of City provided by City to Contractor in conjunction with the Services to be performed under this Agreement shall remain the property of City.
- 9. <u>Confidentiality</u>. Contactor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to receive Services from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence. Notwithstanding the foregoing, both parties, as State and local government entities respectively, hereby acknowledge their obligations to comply with the Tennessee Open Records Act and any other applicable laws related to government transparency.

# 10. **Performance by Contractor**.

- a. **Conduct on City's Premises** -- The Services shall be performed with the City's full cooperation, on the premises of City or remotely. Contractor agrees, while working on City's premises, to observe City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of City's property, including proprietary or confidential information. Contractor agrees that when it is working on City's premises, its personnel shall observe City's administrative and ethics codes relating to the security, access or use of all or part of City's premises and any of City's property, including proprietary or confidential information.
- b. **Inquiries by City** Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from City.
- c. **Coordination of Services** Contractor shall schedule work hours as needed to coordinate Services with City staff and external parties.
- 11. **Records and Retention Audit**. The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant

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Recipient, etc.).

- All records relating in any manner whatsoever to the Services, or any designated a. portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Services. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than five (5) years after the completion of the Services, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Services.
- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies

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- City of Chattanooga Independent Contractor Services Standard Form Agreement significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.
- 12. <u>Termination for Convenience</u>. Parties reserve the right to terminate this Agreement or any part of this Agreement at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.
- 13. <u>Termination for Cause</u>. City may also terminate this Agreement, or any part of this Agreement, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Late deliveries, performance of Services which do not conform to this Agreement, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
- 14. **Dispute Resolution.** Claims, disputes, or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

In the event any controversy or claim arises in connection with any provision of this Agreement, the parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representatives for discussion and resolution. Either party may initiate such informal dispute resolution by sending written notice of the dispute to the other party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either party may seek the remedies available to such party under law. The provisions of this section are subject to the requirements of T.C.A. §8-6-301 and T.C.A. § 20-13-103.

15. <u>Delay in Performance</u>. Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other party City of Chattanooga Independent Contractor Services Standard Form Agreement. Page 6 of 11.

describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of the Services and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. <u>Notice</u>. Any notice required or permitted to be given to any Party to this Agreement shall be given in writing and shall be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

If to Contractor:

If to City:

Chattanooga State Community College Attn: Patrick O'Hagan 4501 Amnicola Hwy Chattanooga, TN 37402 City of Chattanooga Attn: Dept. of Economic Development 101 E. 11<sup>th</sup> Street, 3<sup>rd</sup> Floor Chattanooga, TN 37402

With Copy to:

City of Chattanooga Office of the City Attorney 100 E. 11<sup>th</sup> Street, Suite 200 Chattanooga, TN 37402 (423) 643-8250

Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other Party.

- 17. <u>Waiver</u>. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.
- 18. <u>Severability</u>. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance

of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section 19 shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- 19. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Tennessee.
- 20. **Entire Agreement**. This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, are hereby incorporated into and shall become a part of this Agreement.
- 21. <u>Successors and Assigns</u>. City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.
- 22. <u>Assignment</u>. Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent contractors, associates, and subcontractors to assist in the performance of the Services.
- 23. <u>Third Party Rights</u>. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.
- 24. **Relationship of Parties**. Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
- 25. <u>Amendment</u>. This Agreement may only be amended or modified in writing signed by the Parties hereto.

- 26. <u>Non-Disclosure</u>. Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement. Notwithstanding the foregoing, the preceding provisions of this Section are subject to the requirements of T.C.A. Title 10, Chapter 7 and any other provisions of law pertaining to disclosure of state records.
- 27. <u>Non-Discrimination</u>. Parties hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Parties on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. Parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 28. **Drug Free Workforce**. Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
- 29. <u>Federal or State Funding</u>. In the event that the project is funded in whole or in part by Federal or State grants, Parties agree to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
- 30. <u>Compliance with Laws</u>. Parties shall comply with all applicable State and Federal laws and regulations, including CSCC and City policies and guidelines in the performance of this Agreement.

Each party understands and acknowledges the applicability to itself of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

- 31. **Ethnicity.** This Agreement shall not be executed until City has completed the Minority/Ethnicity Form.
- 32. **Debarment and Suspension.** City certifies, to the best of its knowledge and belief, that it and its principals:
  - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, City of Chattanooga Independent Contractor Services Standard Form Agreement. Page 9 of 11.

- City of Chattanooga Independent Contractor Services Standard Form Agreement bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 33. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contactor attests, certifies, warrants, and assures that City shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.
- 34. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. City agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106
- 35. <u>Limitation of Liability.</u> The parties agree that all limitations on liability are subject to T.C.A. §§ 12-3-701 and 12-3-1210. That an Institution shall not agree to limit the liability of a contractor for less than two (2) times the maximum liability, estimated liability or maximum revenue of the contract. Further, an Institution shall not agree to limit the liability of any contractor for claims for infringement of intellectual property rights, intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death.
- 36. <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Agreement which shall become effective as of the Effective Date stated herein.

Attest:	CITY OF CHATTANOOGA, TENNESSEE
	By:
	Printed Name:
	Title:
	Date:
Attest:	CONTRACTOR
	By: Signed by: Rebecca Asleford
	Printed Name: Rebecca Ashford
	Title: President
DocuSign	
Flora W. Verification Statements (Requesting	2024-11-07   1:39 PM CST Tydrings, Chancellor Tennessee Board of Regents  Department and by Assigned Attorney)
Requesting Department verifies no c been made to this Standard Form Ag prior review & approval by the Offic Attorney	changes have reement without
An Attorney for the City has reviewed Agreement and approves it as to form	

#### Exhibit A

# Apprenticeship Readiness Program Scope of Services

- 1. CSCC will provide training towards registered apprenticeship programs in the Building Trades, along with weekly stipends and assistance to access wrap-around services for up to 240 Chattanooga adult residents from disadvantaged communities. The cost per person is \$2,960 with three cohorts annually for the duration of the four-year grant.
- 2. The majority of programmatic costs will support participant stipends, as they invest in themselves through this full-time training program. Participant stipends will mirror the registered apprenticeship model of a wage progression for increased skills and will increase weekly.
- 3. The Apprenticeship Readiness Program (Program) should aid in connecting participants to resources and services (i.e. stipends, gift cards, passes, social services, etc.) that can help manage, mitigate, and/or remove potential barriers (i.e. transportation, childcare, housing, financial literacy, remedial education, etc.) to successful completion of the Program and any future registered apprenticeship programs. Additionally, the program should accomplish the following:
  - a. Assist participants in creating a personal resiliency plan to address current and future employment barriers.
  - b. Provide soft skills training (i.e. time management, conflict resolution, adaptability, teamwork, etc.).
- 4. The Program should adequately prepare participants to gain entrance into a Registered Apprentice Program (RAP) in the building trades.
- 5. The Program should provide routine check-ins and follow ups with participants to ensure retention in both the Program and potential RAPs including the following:
  - a. A retention management plan to describe how the Program will support participants' completion of both the Program and at least the first year of any RAPs into which participants have been accepted.
  - b. A process for tracking participant attrition, with detailed records being maintained as to why participants left the Program and/or an RAP during the first year.
- 6. Program services should be limited to adult (18 years or older) Chattanooga residents. Proof of residency must be obtained prior to admission of participants into the Program. Additionally, Proposals should provide detailed selection criteria for prospective Program participants. The selection criteria should demonstrate a commitment to recruiting from communities with a significant number of Chattanooga residents with either no-to-low, or low-to-moderate incomes,

as demonstrated by higher concentrated rates of poverty. Eligible participants should have income levels that do not exceed 200% of the federal poverty limits.