

**FIRST AMENDMENT
to the
AGREEMENT
between
CITY OF COLUMBIA, MISSOURI
and
MOBERLY AREA COMMUNITY COLLEGE (MACC)**

This First Amendment (hereinafter “Amendment”) is made by and between the **CITY OF COLUMBIA** (hereinafter, “CITY”), and **MOBERLY AREA COMMUNITY COLLEGE** (hereinafter “MACC”) both parties to an Agreement entered into on March 23, 2022 (hereinafter “Original Agreement”) and is entered into on the date of the last signatory noted below (hereinafter “Effective Date”). CITY and MACC are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, CITY and MACC entered into the Original Agreement for the purpose of CITY providing funding to MACC to implement workforce development training, facilities, and scholarships pursuant to guidelines described more fully in Exhibit A of the Original Agreement;

WHEREAS, MACC has need to amend the funding allotments contained within Exhibit A in order to decrease funding in certain areas, and create funding for instruction costs;

WHEREAS, the Parties hereto desire to formally amend the Agreement with this Amendment and desire to be bound by the terms contained in the Agreement as amended or supplemented by those terms contained in this Amendment.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement, as follows:

1. All terms and provisions of Original Agreement, a copy of which is attached hereto as **Attachment 1** and made a part of this Amendment, will remain in full force and effect on both Parties, except as amended in this Amendment. If there is conflict between this Amendment and the Original Agreement, or any earlier amendment, then the terms of this Amendment will prevail.
2. Exhibit A of the Original Agreement shall be replaced with the revised Exhibit A (revised May 16, 2024), a copy of which is attached hereto as **Attachment 2**, and made a part of this Amendment.
3. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Original Agreement, on the day and year last written below.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____ Date _____
De'Carlton Seewood, City Manager

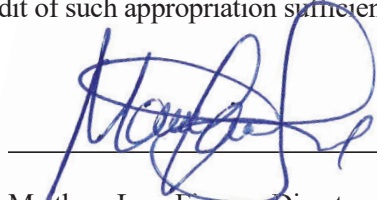
APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/kmm

MOBERLY AREA COMMUNITY COLLEGE

By: Jeffrey C. Lashley
Name
Title: President
05/30/2024
Date

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11008500-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: 
Matthew Lue, Finance Director

**AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
MOBERLY AREA COMMUNITY COLLEGE (MACC)**

THIS AGREEMENT, made and entered into on the date of last signatory noted below (hereinafter "Effective Date"), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"); and Moberly Area Community College, a not-for-profit corporation organized in State of Missouri (hereinafter "MACC"). City and MACC are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City has identified a need to expand and promote workforce development for local residents;

WHEREAS, MACC represents that MACC has the resources, skills, and experience to provide workforce development to benefit both employers and residents in Columbia;

WHEREAS, MACC is in need of funds to provide scholarships for students as well as early college students in the Columbia Public Schools, provide specialized training to local residents so they can gain the specialized skills to be prepared to enter local businesses, and maintain the lease of the facilities that house the MACCLab and the Mechatronics spaces.

NOW, THEREFORE, City and MACC agree as follows:

1. Scope of Work and Payments: MACC will maintain the MACCLab and Mechatronics space as well as provide training and scholarships for the period of time it receives funding from City. The City will reimburse MACC for costs incurred over a period of four years, not to exceed \$1,370,339.00 as provided herein. Such costs shall include customized training, scholarships for local residents, and maintaining the lease of their facilities housing specialized training. Any additional or future costs to the project incurred due to MACC's actions shall be the sole responsibility of MACC.
 - a. Scope of purchases: The items for which MACC is requesting specific funding is described in MACC's **Budget Summary**, which is attached as **Exhibit A**.
 - b. Costs not to Exceed. The Parties have established a maximum sum of **one million three hundred and seventy thousand dollars three hundred thirty-nine (\$1,370,339.00)** for MACC's total cost allowance for services as outlined in this Agreement. All expenses for payments to third parties or for materials or equipment on hand shall be documented and are reimbursable at cost only. City may request any documentation from MACC it deems necessary to substantiate the claimed expenses.
 - c. Notwithstanding the Budget Summary, the total payments may be less than \$1,370,339.00 if purchases and expenses are less than projected. All allowable expenses must be submitted on or before four years from the effective date of this agreement.
2. Term. This Agreement shall commence on the Effective Date and shall continue for a period of four (4) years, unless terminated or extended pursuant to the terms set forth herein.
3. City Recognition: MACC shall ensure recognition of the role of the City of Columbia in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
4. Records and Reports: MACC shall retain all records and reports pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever occurs later. All records shall be made available to City for inspection upon request
5. Conditions of Funding Assistance: It is further agreed that the funds involved in this Agreement shall be in the form of a grant, and that the essence of this Agreement is to provide funds for workforce development that will benefit the local residents and local employers that meet the requirements of the program.

6. Other Provisions.

- a. MACC agrees that City may suspend or terminate this Agreement should MACC materially fail to comply with any of the terms of this Agreement.
 - b. MACC shall not permit or allow any nuisance to be established or maintained on the above-described property and any funds expended by City in abating any nuisance in accordance with applicable ordinances may be drawn by City out of the funding provided under this Agreement and such drawn out funds shall not be available to MACC for reimbursement under this Agreement.
 - c. Any amendment to this Agreement must be in writing and must be executed by City and MACC. Oral modifications or amendments of this Agreement shall be of no force or effect.
 - d. This Agreement may not be transferred or assigned to any other party without the express approval of the Columbia City Council, which such consent may be granted or withheld in sole discretion of the City Council.
7. Compliance. Upon finding that MACC materially failed to comply with any term of this Agreement, MACC shall cease expenditure or obligation of any funds provided to MACC under this Agreement and any remaining unexpended grant funds on hand at the time of such finding shall be transferred to the City of Columbia upon request by City.
8. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
9. General Laws. MACC shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Section 285.530 RSMo.
10. Nondiscrimination. During the performance of this Agreement, MACC shall not discriminate in the provision of services pursuant to this Agreement against any person because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.
11. Americans with Disabilities Act. MACC shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. MACC shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
12. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
ATTN: City Manager
P.O. Box 6015
Columbia, MO 65205-6015

If to MACC:
Moberly Area Community College
Attn: President
101 College Avenue
Moberly, MO 65270

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

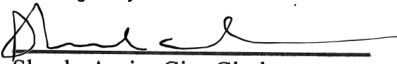
13. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized

officials and officers on the day and year written below.

ATTEST:


CITY OF COLUMBIA, MISSOURI

DocuSigned by:

Shelley Ann, City Clerk

DocuSigned by:
BY: De'Carlon Seewood Date 3/23/2022
De'Carlon Seewood, City Manager


2/24/22

APPROVED AS TO FORM:

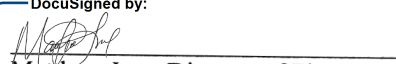
DocuSigned by:

Nancy Thompson, City Counselor/kmm

DS
kmm

MOBERLY AREA COMMUNITY COLLEGE

BY: Jeff Lashley Date 2-21-22
Jeff Lashley, President

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, 1004020-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

DocuSigned by:

Matthew Lue, Director of Finance

DS
LL

Exhibit A
City of Columbia/MACC Workforce Development Partnership
Budget Request Summary

ITEM	AMOUNT
SCHOLARSHIPS	
• SCHOLARSHIPS FOR CPS EARLY COLLEGE STUDENT	Not to Exceed \$443,100.00
• MACCLAB MEMBER SCHOLARSHIPS	Not to Exceed \$75,000.00
TRAINING	
• CUSTOMIZED TRAINING	Not to Exceed \$300,000.00
FACILITIES	
• MACCLAB/MECHATRONICS RENT	Not to Exceed \$552,239.00
TOTAL	Not to Exceed \$1,370,339.00

Official Request for Revision to Agreement

The College has great appreciation for the City of Columbia Workforce Development partnership as entered into in March 2022. We have experienced some challenges in generating the specific activity as anticipated in the original agreement. We would like to propose a decrease in two areas, with the addition of a new area of workforce development activity to better utilize the funds.

Two current areas under **Scholarships**:

The allocation of funds made available to MACC workforce development programs will result in improvements through the following means:

- MACC will work closely with Job Point to connect their job candidates to certificate and degree workforce development programs offered at MACC which will prepare people to enter occupations that were disproportionately impacted by COVID-19.
- Funds will be dedicated to provide scholarships to Columbia Public School students to participate in workforce development programs offered by MACC as part of the CPS Early College partnership.

	Original Request	Revised Request	
Year 1	\$80,400	\$34,000	Funding for 20 full time (30 Credit Hrs) scholarships for CPS Early College Students
Year 2	\$103,500	\$49,100	Funding for 25 full time (30 Credit Hrs) scholarships for CPS Early College Students
Year 3	\$127,800	\$85,000	Funding for 30 full time (30 Credit Hrs) scholarships for CPS Early College Students
Year 4	\$131,400	\$85,000	Funding for 30 full time (30 Credit Hrs) scholarships for CPS Early College Students
Total Not to Exceed	\$443,100	\$253,100	

- Residents of the City of Columbia will be eligible to apply for scholarships to cover a portion or all of the cost of membership to the MACCLab (MACC's Maker Space).

	Original Request	Revised Request	
Year 1	\$15,000	\$5,000	Funding for 30 full memberships for Columbia residents
Year 2	\$20,000	\$10,000	Funding for 40 full memberships for Columbia residents
Year 3	\$20,000	\$10,000	Funding for 40 full memberships for Columbia residents
Year 4	\$20,000	\$10,000	Funding for 40 full memberships for Columbia residents
Total Not to Exceed	\$75,000	\$35,000	

New area under **Training and Facilities:**

The College is actively pursuing a new Aviation program at the Columbia Regional Airport. Equipment and furnishing costs will be necessary to prepare this space for the new program. An instructional Director to design the curriculum and develop the program must be employed for one year prior to program opening. This Director will teach the ground courses, and pilot instructors will be contracted for flight instruction.

	Original Request	Revised Request	
Year 1	\$0	\$0	
Year 2	\$0	\$0	
Year 3	\$0	\$88,000	Start up instructional program director costs
Year 4	\$0	\$142,000	Funding for instructional program director and aviation contracted instruction costs
Total Not to Exceed	\$0	\$230,000	

In summary, we would like to request a revision to Exhibit A of our agreement, as noted below:

**Requested revised Exhibit A
City of Columbia/MACC Workforce Development Partnership
Budget Request Summary**

ITEM	ORIGINAL AMOUNT	REVISED AMOUNT
SCHOLARSHIPS		
• Scholarships for CPS Early College Student	Not to Exceed \$443,100.00	Not to Exceed \$253,100.00
• MACCLab Member Scholarships	Not to Exceed \$75,000.00	Not to Exceed \$35,000.00
TRAINING		
• Customized Training	Not to Exceed \$300,000.00	Not to Exceed \$300,000.00
• Aviation Tech Contracted Training		Not to Exceed \$230,000.00
FACILITIES		
• MACCLab/Mechatronics Rent	Not to Exceed \$552,239.00	Not to Exceed \$552,239.00
TOTAL	Not to Exceed \$1,370,339.00	Not to Exceed \$1,370,339.00