

EXHIBIT A
AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
JOB POINT

THIS AGREEMENT, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Job Point, a not-for-profit corporation organized in the State of Missouri (hereinafter "Agency"), is entered into on the date of the last signatory noted below. City and Agency are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City has identified a need for vocational skills training for low to moderate income Columbia residents; and

WHEREAS, Job Point represents that Job Point has the resources, skills, and experience to provide high quality vocational skills training to residents in Columbia in the areas of carpentry, construction, heating, ventilation, and air conditioning, and other vocational skills.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Statement of Work: Agency shall be responsible for providing training for low-moderate income Columbia residents for vocational skills and training. Eligible trainings include the following:

- a. National Center for Construction Education and Research (NCCER) Core
- b. NCCER Level 1 Carpentry
- c. NCCER Heavy and Highway Construction Level 1
- d. National Flagging Certification Training
- e. CDL Class B License Training
- f. NCCER Level 1 HVAC
- g. NCCER Level 2 HVAC
- h. First Aid CPR
- i. OSHA 10
- j. EPA-608
- k. Office Technology
- l. Office Support Specialist
- m. Medical Office Administration
- n. Certified Nursing Assistant
- o. HiSet Training

And any other vocational training classes Job Point may offer during the time of the agreement.

2. Levels of Accomplishment – Goals and Performance Measures: Agency shall provide sufficient resources to identify and serve at least thirteen (13) qualified persons over the period of this Agreement, in accordance with the following:

- a. Agency agrees to begin utilization of City funds for services prior to January 1, 2019.
- b. Agency agrees that all work shall be completed and funds expended prior to December 31, 2019.

Should progress on this project fail to meet the requirements, standards and goals set out herein, the ability of Agency to complete the project may be reviewed by the City Council, and necessary amendments may be made to this agreement at City's discretion.

3. Staffing: Construction trades training shall be conducted by NCCER certified instructors.
4. Performance Monitoring: City will monitor Agency against the goals and performance standards stated above. Consistently substandard performance as determined by City will constitute non-compliance with this Agreement.
5. Payments: Upon presentation of proper documentation by Agency, City will authorize up to one hundred two thousand seven hundred dollars (\$102,700.00) of FY 2017 General Fund Surplus Savings to Agency in the form of a grant. Documented matching in-kind funding by Agency shall total at least five thousand dollars (\$5,000.00). Eligible project costs shall include: scholarships for training, printing, supplies and materials, and other contracted services for training. Purchases shall comply with 24 CFR Part 200. All direct costs of personnel shall be supported with timesheets. Agency further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
6. Records and Reports:
 - a. Agency shall survey all program beneficiaries to obtain required information needed to determine participant household income is below eighty percent (80%) of the area median income as defined by HUD. Agency agrees to provide City with an end of project report to be submitted to City by February 15, 2020 detailing race, ethnicity, income category, female-headed households, and persons over the age of 62 participating in training. Information provided shall be submitted in the most recent format provided by City for this purpose.
 - b. Agency shall also report on training attendance of each beneficiary, the number of persons successfully completing each training and the number of persons attaining employment or additional education as the result of training and any other reports specifically requested by City.
 - c. Agency shall retain all financial records, supporting documents, statistical records, and other records pertinent to this agreement for a period of five (5) years subsequent to the completion of the Program.
 - d. In addition, Agency shall make available to City or its designee all records, facilities and personnel for auditing, inspection, and interviewing to determine the status of contracted services, the expenditure of City funds, and for all other matters set forth in this Agreement. Agency shall be responsible for all funds made available to Agency by this Agreement. Agency shall reimburse to City any funds expended in violation of City, State or Federal law or in violation of this Agreement. Upon completion of the services, Agency shall provide a final report to City.
7. Compliance:
 - a. Upon finding by City that Agency materially fails to comply with any term of this Agreement, Agency shall cease expenditure or obligation of any funds provided to Agency under this Agreement and any funds on hand at the time of such finding shall be transferred to City upon request by City.
 - b. Agency shall maintain data demonstrating client eligibility for services and provide such information to City staff for review upon request.
 - c. This Agreement is subject to and contingent upon the approval of the City Council of Columbia, MO.
8. City Recognition: Agency shall ensure recognition of the role of City funding in providing services through this Agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
9. Term: The "Term" of this Agreement shall commence at the Effective Date, and shall continue until February 28, 2020.

10. 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 District 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.

11. General Laws: Agency shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

12. Employment of Unauthorized Aliens Prohibited: Agency shall comply with Missouri State Statute Section 285.530 in that Agency shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Agency shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Agency shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Agency shall require each subcontractor to affirmatively state in its contract with Agency that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Agency shall also require each subcontractor to provide Agency with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. Other Provisions:

- a. Agency agrees that City may suspend or terminate this Agreement should Agency materially fail to comply with any of the terms of this Agreement.
- b. Agency shall comply with all applicable federal, state, and local laws regarding operation of any program or facility resulting from the funds expended. Agency shall defend and hold harmless City from any failure of Agency to comply with such laws.
- c. In no event shall City shall have any liability in damages, costs (including attorneys' fees) or any other monetary liability to Agency or any affiliate of Agency, any person claiming through Agency, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.
- d. Agency, at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to City) and hold harmless City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, out of either Agency's breach of this Agreement or any action or inaction of Agency, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Agency may be liable, occurring during the work which results in injury to any third party, except to the extent such injury arises from or is caused by the sole or gross negligence or willful misconduct of City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this section shall survive for a period of five (5) years from the date of termination of this Agreement.
- e. Any amendment to this Agreement must be in writing and must be executed by City and Agency. Oral modifications or amendments of this Agreement shall be of no force or effect.

- f. 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.
- g. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of City's applicable sovereign, governmental or official immunities provided by State and Federal laws.
- h. Nondiscrimination. During the performance of this Agreement, Agency shall not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected category.
- i. Americans with Disabilities Act. Agency shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Agency 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. Payment of funds under this Agreement is conditional upon Agency certifying to the City Manager in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.
- j. 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 Agency:

Job Point
 Attn: Registered Agent Steve A. Smith
 400 Wilkes Boulevard
 Columbia, MO 65201

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.

14. Insurance. Agency shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Agency is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Agency under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. Workers' Compensation & Employers Liability. Agency shall maintain Workers' Compensation in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following minimum limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. Commercial General Liability. Agency shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Business Auto Liability. Agency shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired

automobiles. In the event Agency does not own automobiles, Agency agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- d. Agency may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Agency agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between Agency and City. Agency is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
- f. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Agency fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate the Agreement without notice.
- h. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Agency and/or their employees and/or their subcontractors in the performance of this Agreement.

15. Entire Agreement: This Agreement represents the entire and integrated Agreement between Agency and City relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Agency's services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by their duly authorized officers the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *NT*

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 110-0510-501.49-90 (11000510-504990), and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Michele Nix, Director of Finance

JOB POINT

By: _____
Steve Smith, President and CEO

Date: _____