

EXHIBIT C
A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Job Point, a not-for-profit corporation of the State of Missouri (hereinafter "Agency").

WITNESSETH:

1. Statement of Work: The Agency will be responsible for providing vocational training in the areas of Carpentry, Heating Ventilation & Air Conditioning (HVAC) and other related trades programs for residents at 80% or below the HUD defined area median income of the City of Columbia for vocational skills training.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 14 persons over the period of this agreement, in accordance with the following:

- a. The Agency agrees to begin utilization of CDBG funds for services prior to January 1, 2017.
- b. The Agency agrees to have 50% of CDBG funds expended by July 1, 2017.
- c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2017.

Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.

3. National Objective: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200. Failure to meet a national objective shall require repayment of funds to the City of Columbia.

4. Performance Monitoring: The City will monitor the Agency against the goals and performance standards stated above. Consistently substandard performance as determined by the City will constitute non-compliance with this Agreement.

5. Payments: Upon presentation of proper documentation by the Agency, the City will authorize \$110,000 of CDBG funds to the Agency in the form of a grant. Funding shall be expended in accordance with the "Project Budget Form" submitted as part of the application for this project. Documented matching in-kind funding shall total at least \$10,000. Documentation of matching in-kind funding shall be provided with the final draw of funds. Eligible project costs shall include: scholarships for training, course materials, participant testing and/or certification fees, agency costs associated with operating the training and contracted services for training. All direct costs of personnel shall be supported with timesheets. The Agency further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.

6. Records and Reports:

a. The Agency shall survey all program beneficiaries to obtain required information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development. The Agency agrees to provide the City with an annual progress report to be submitted to the Community Development Department by January 15th of each year that will include the race, ethnicity, income category, female-headed households, and elderly persons participating in training. Information provided shall be submitted in the most recent format provided by the City for this purpose.

b. The Agency shall also report on training attendance of each beneficiary and the number of persons successfully completing each training.

c. The Agency shall report the number of persons attaining employment or further training as the result of training.

d. The Agency shall retain all financial records, supporting documents, statistical records, and other records pertinent to this agreement for a period of five years subsequent to the completion of the Program by the City in the HUD's Integrated Disbursement and Information System.

7. City Recognition: The Agency shall ensure recognition of the role of the City Community Development

Block Grant 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.

8. Other Provisions

a. The Agency agrees to comply with all other uniform administrative requirements of the Community Development Block Grant Program, including 2 CFR 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.

b. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.

c. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.

d. The Agency agrees that should the program terminate during the period of time covered by this agreement, any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds shall be transferred to the City of Columbia.

e. The Agency agrees to comply with the following laws governing fair housing and equal opportunity, Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.

f. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.

g. The Agency agrees to certify compliance with Section 504 of the Rehabilitation Act of 1973, as amended, incorporated herein by reference.

h. The Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

9. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-4130-532.49.90, G47168 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

By: _____
Michele Nix, Director of Finance

JOB POINT

By: _____
Steve Smith, President and CEO

Date: _____