

**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

Sheela Amin, City Clerk

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

(Signature)
2/24/22

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/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

Matthew Lue, Director of Finance

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

ITEM	AMOUNT
SCHOLARSHIPS	
<ul style="list-style-type: none"> • SCHOLARSHIPS FOR CPS EARLY COLLEGE STUDENT 	Not to Exceed \$443,100.00
<ul style="list-style-type: none"> • MACCLAB MEMBER SCHOLARSHIPS 	Not to Exceed \$75,000.00
TRAINING	
<ul style="list-style-type: none"> • CUSTOMIZED TRAINING 	Not to Exceed \$300,000.00
FACILITIES	
<ul style="list-style-type: none"> • MACCLAB/MECHATRONICS RENT 	Not to Exceed \$552,239.00
TOTAL	Not to Exceed \$1,370,339.00