

**AGREEMENT  
BETWEEN THE CITY OF COLUMBIA, MISSOURI,  
AND  
JOB POINT**

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 Job Point, a not-for-profit corporation organized in State of Missouri (hereinafter "Agency"). City and Agency are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

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

WHEREAS, Job Point represents that Job Point has the resources, skills, and experience to provide high quality vocational skills training to residents in Columbia;

WHEREAS, Agency is in need of funds to support their purchase of a training simulator, software, as well as to support their acquisition and renovation of real estate to expand space for training and classes.

NOW, THEREFORE, City and Agency agree as follows:

1. Scope of Work and Payments: Agency will provide vocational skills training to help local residents for the period of time it receives funding from the City. City will reimburse the Agency for costs incurred over a two year period, not to exceed \$200,000.00 as provided herein. Such costs shall include the purchase of software and a training simulator and the purchase and renovation of real estate. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency.
  - a. Scope of purchases: The items for which the Agency is requesting specific funding is described in Agency's **Budget Summary**, which is attached as **Exhibit A**.
  - b. Costs not to Exceed. The Parties have established a maximum sum of **two hundred thousand dollars (\$200,000.00)** for Agency's total cost allowance for services as outlined in this Agreement. City will reimburse Agency for authorized expenditures upon written application by Agency. 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 Agency it deems necessary to substantiate the claimed expenses.
  - c. Notwithstanding the Budget Summary, the total payments may be less than \$200,000.00 if purchases and expenses are less than projected. All allowable expenses must be submitted on or before two 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 two (2) years, unless terminated or extended pursuant to the terms set forth herein.
3. City Recognition: Agency shall ensure recognition of the role of the City of Columbia in providing equipment and 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: Agency 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 the benefit of low-income citizens, that meet the requirements of the program.
6. 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 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 Agency for reimbursement under this Agreement.
  - c. 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.
  - 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 Agency materially failed 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 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 Agency 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. Agency 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, Agency 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. 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.
  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 Agency:  
 Job Point  
 Attn: President/CEO  
 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.

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)* 2/21/22

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/kmm

JOB POINT

BY: *Steven A Smith* Date *2/18/22*  
Steven Smith, President/CEO

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, 11004020-504990, 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/Job Point Workforce Development Partnership**  
**Budget Summary**

1. Purchase of Salesforce Software assistance from Provisio Partners not to exceed \$8,100.00
2. Purchase of Commercial Driver's License Simulator not to exceed \$75,000.00
3. Purchase of Real Estate located at 410 Wilkes Boulevard not to exceed \$85,000.00
4. Professional Fees and Renovations for 410 Wilkes Boulevard not to exceed \$31,900.00

**Total        \$200,000**