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.

WITNESSETH:

WHEREAS, the City has identified a need for vocational skills training for low to moderate income residents referred to the Alternative Sentencing Courts from the Boone County Circuit Court; 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 related 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 referred to the Alternative Sentencing Courts from the Boone County Circuit Court for vocational skills training in the area of construction. Eligible trainings include the following:

    a. National Center for Construction Education and Research (NCCER) Core
    b. NCCER Level 1 Carpentry
    c. Heavy and Highway Construction Level 1
    d. National Flagging Certification Training
    e. CDL Class B License Training
    f. Level 1 HVAC
    g. Level 2 HVAC
    h. First Aid CPR
    i. OSHA 10
    j. EPA-608

2. Levels of Accomplishment – Goals and Performance Measures: Agency shall provide sufficient resources to identify and serve at least four (4) 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 February 1, 2018.
    b. Agency agrees that all work shall be completed and funds expended prior to December 31, 2018.

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 twenty-four

thousand dollars ($24,000.00) of City Council Reserves 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 December 31, 2018 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 years subsequent to the completion of the Program.

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 provided such information shall be made available to City monitors or designers 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 December 31, 2018.

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.

14. 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 duplicate by their duly authorized officers the day and year written below.

CITY OF COLUMBIA, MISSOURI

BY:_____
Mike Matthes

Date: _____

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
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. 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: _____