# A RESOLUTION

authorizing an agreement with Job Point to provide vocational training for at-risk youth and young adults; transferring funds.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Job Point to provide vocational training for at-risk youth and young adults. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. At the request of the City Manager, the City Council hereby transfers \$75,000.00 from Account No. 110-8500-590.56-86 to Account No. 110-4010-532.49-90.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

# ATTACHMENT A A G R E E M E N T

THIS AGREEMENT, made and entered into this 19th day of August, 2013, 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"). This agreement shall expire on the 31<sup>st</sup> day of December, 2014.

#### WITNESSETH:

1. <u>Statement of Work:</u> The Agency will be responsible for providing training for low-moderate income residents of the City of Columbia for vocational skills training in the area of construction. Eligible trainings include the following:

- 1. Home Builders Institute (HBI) Pre-Apprenticeship Craft
- 2. National Center for Construction Education and Research (NCCER) Core
- 3. NCCER Level 1 Carpentry
- 4. Heavy and Highway Construction Level 1
- 5. National Flagging Certification Training
- 6. CDL Class B License Training
- 7. Level 1 HVAC
- 8. Level 2 HVAC
- 9. First Aid CPR
- 10. OSHA 10 and OSHA 30

2. <u>Levels of Accomplishment – Goals and Performance Measures:</u> The Agency shall provide sufficient resources to identify and serve at least 10 qualified persons over the period of this agreement, in accordance with the following:

- a. The Agency agrees to begin utilization of City funds for services prior to January 1, 2014.
- b. The Agency agrees that all work shall be completed and funds expended prior to July 1, 2014.

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

3. <u>Staffing</u>: Construction trades training shall be conducted by NCCER certified instructors.

4. <u>Performance Monitoring</u>: 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. <u>Payments:</u> Upon presentation of proper documentation by the Agency, the City will authorize \$75,000 of City funds to the Agency in the form of a grant. Documented matching in-kind funding by the Agency shall total at least \$10,000. Eligible project costs shall include: scholarships for training, printing, supplies and materials, and other contracted services for training. Purchase of equipment as defined in OMB Circular A-110(2)(1) is an ineligible cost. 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 to determine participant household income is below 80% of the area median income as defined by HUD. The Agency agrees to provide the City with an end of project report to be submitted to the City by October 1, 2014 detailing 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, the number of persons successfully completing each training and the number of persons attaining employment as the result of training.

c. 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.

7. <u>City Recognition</u>: The Agency shall ensure recognition of the role of the 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.

#### 8. Other Provisions

a. The Agency agrees to comply with OMB Circular A-133, OMB Circular A-122, Cost Principles for Not-for Profit Organizations.

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, in the sole determination of the City.

d. The Agency agrees that should the program terminate during the period of time covered by this agreement, any City funds allocated under this agreement on hand at the time of termination shall be transferred to the City of Columbia, with a complete accounting of all expenditures to date.

e. The Agency agrees to comply with the following laws governing equal opportunity, Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Age Discrimination Act of 1975.

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.

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.

i. Upon finding by City in the City's sole determination that the Agency materially fails to comply with any term of this Agreement, any City funds allocated under this agreement on hand at the time of such funding shall be transferred to the City of Columbia, with a complete accounting of all expenditures to date.

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.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

APPROVED\_AS TO FORM:

BY:

Mike Matthes

JOB POINT

Nancy Thompson, City Counselor

BY:

Jim Loveless, President and CEO

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 110-5800-590.56-86, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

Source: Community Development - CBBG/Home Agenda Item No:				
To: <u>City Council</u> From: <u>City Manager</u>	and Staff			
Council Meeting Date:	<b>\</b> Aug 19, 2013			

**Re:** Approving an Agreement with Job Point for Vocational Training for Youth and Young Adults

# EXECUTIVE SUMMARY:

The attached resolution appropriates \$75,000 in Council Reserves by authorizing the City Manger to execute an agreement with Job Point to provide vocational training to 10 at risk youth and young adults in FY2014. Job point requested \$75,000 at the August 5, 2013 Council meeting to continue providing training similar to its YouthBuild program funded through the U.S. Department of Labor. Job Point was not awarded YouthBuild funding for the FY2014 fiscal year. The allocation of \$75,000 in Council reserves will allow Job Point to continue provide training for at-risk youth and young adults ages 18-24 through the FY2014 fiscal year.

### DISCUSSION:

Job Point has successfully operated the YouthBuild program since 2003. YouthBuild engages at-risk youth to advance educational levels, obtain skills training in the construction field, develop leadership abilities and advance towards high growth, high demand occupations. Job Point has constructed 26 affordable single family homes and completed renovations to 3 additional structures in conjunction with the YouthBuild program. Job Point typically serves nearly 1,000 youth and adults annually with a variety of job training services. The attached agreement authorizes \$75,000 in Council reserves for Job Point to provide training in the following areas:

- 1. Home Builders Institute (HBI) Pre-Apprenticeship Craft
- 2. National Center for Construction Education and Research (NCCER) Core
- 3. NCCER Level 1 Carpentry
- 4. Heavy and Highway Construction Level 1
- 5. National Flagging Certification Training
- 6. CDL Class B License Training
- 7. Level 1 HVAC
- 8. Level 2 HVAC
- 9. First Aid CPR
- 10. OSHA 10 and OSHA 30

The attached agreement requires Job Point to begin utilizing funding before January 1, 2014 and requires full expenditure of funds and project completion by July 1, 2014. The agreement also requires Job Point to provide the City a final report of accomplishments by October 1, 2014.

### FISCAL IMPACT;

The resolution appropriates \$75,000 in Council Reserve funding and authorizes an agreement with Job Point.

### VISION IMPACT:

### http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php

The project furthers goal 8.3 by providing educational opportunities for students to achieve individualized learning and training goals that ultimately improve quality of life.

### SUGGESTED COUNCIL ACTIONS:

Approve the attached resolution appropriating \$75,000 in Council Reserves and authorizing the City Manager to execute an agreement to Job Point for the purpose of providing training to Columbia's at-risk youth and young adults.

FISCAL and VISION NOTES:								
<b>City Fiscal Impact</b> Enter all that apply		Program Impact		Mandates				
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	Yes			
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact				
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site				
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes			
One Time	\$0.00	Requires add'I FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	8.3			
Operating/ Ongoing	\$0.00	Requires add'I facilities?	No	Secondary Vision, Strategy and/or Goa! Item #				
	L	Requires add'l capital equipment?	No	Fiscal year implementation Task #	FY14			