



MEMORANDUM OF UNDERSTANDING

BETWEEN CITY GOVERNMENT AND PRIVATE NON-PROFIT ORGANIZATION TO PROVIDE WORKFORCE DEVELOPMENT

This Memorandum of Understanding (“MOU”) is entered into jointly by the City of Jonesboro (City) and Whole Youth Services, Inc./dba At-Risk American Male Education Network (AAMEN).

I. Purpose

The purpose of this MOU is to formalize the commitment between the listed entities to work in a partnering process to coordinate and leverage funds to complete the shared project(s) that apply jointly to the entities in order to provide economic opportunities through workforce development in conjunction with the Community Development Block Grant (CDBG) funds. This partnership will facilitate a coordinated effort that ensures the provision of workforce development for at-risk participants. This MOU shall be applicable to projects outlined in the 2016 CDBG Action Plan.

II. Background

The goal of the 2016 CDBG Action Plan is to meet the CDBG program’s National Objectives of (1) benefit to low- and- moderate income persons; (2) aid in the prevention or elimination of slums or blight; and (3) ensure community development needs having a particular urgency, as defined in 24 CFR§570.208. Among other things, one of the projects will include workforce development for the 2016 CDBG program year. Funding for these Projects under this MOU will be derived from several funding sources, which includes federal, state, and local funds. As a result, the City and AAMEN are required to comply with all federal, state and local regulations with use of federal funding.

The need for coordination to streamline the project for workforce development is seen as necessary by the parties to fulfill as mandated through National Objectives set forth by U.S. Department of Housing and Urban Development for the CDBG program.

III. Statutory and Regulatory Authority

WHEREAS, federal funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin in programs and activities receiving federal financial assistance.

WHEREAS, Title II of the Americans with Disabilities Act of 1990 prohibits discrimination based on disability in programs, services, and activities provided or made available by public

entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

WHEREAS, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any program or activities receiving federal financial assistance.

WHEREAS, Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

WHEREAS, Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

WHEREAS, in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of services through federally funded activities.

NOW, THEREFORE:

IV. Commitment of the Entities

To facilitate preparation of the workforce development project, the City and AAMEN hereby commit as follows:

- AAMEN must notify and submit appropriate documentation indicating the selection of qualified individuals for its workforce development project.
- AAMEN must comply with City's CDBG policy and procedures in accordance with 24 CFR §570 and 2 CFR §200, as applicable.
- The City will review the entities utilized for certain workforce development activities and will be making direct payments to said entities. The City will make payments to AAMEN for its services related to the Project specified under AAMEN below.

The City

Warehouse/Facility Rent for work training
Class/Certification Fees
Project Operation Costs including supplies,
Equipment, printing/marketing, and contract
service(s)

AAMEN

Transportation Costs
Mentors delivering the Project
Career Counselor

In addition, the City may require a more detailed budget breakdown, and AAMEN shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and AMMEN.

- AAMEN must comply with equipment use and purchase requirements specified in 24 CFR §570.502 and 2 CFR §200.313.
- AAMEN shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the aforementioned activities.
- All records pertaining to the Project shall be made available to the City, the Federal agency and their designees, at any time during normal business hours, as deemed necessary, to audit, and make excerpts or transcripts of all relevant data.
- AAMEN shall hold harmless, defend and indemnify the City, its agents, and employees from any suits and actions: including attorney's fees, all costs of litigation, and judgment brought against the City as a result of loss, damage or injury to persons or property arising out of or resulting from AAMEN's direct use and operation of programs in connection with AAMEN's performance or nonperformance of the services or subject matter called for in this MOU only if as a result of AAMEN's negligent or intentional acts.
- AAMEN shall comply with the bonding and insurance requirements as outlined in 24 CFR §§84.31 and 84.48 and 2 CFR §§200.304, 200.310 and 200.447.
- The City may amend, at its discretion, this MOU to conform to all Federal, state or local governmental laws and regulations as deemed necessary. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the MOU, such modifications will be incorporated only by written amendment signed by both parties.
- In accordance with 2 CFR §200.213, non-federal entities are subject to the non-procurement debarment and suspension regulations that restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in CDBG programs or activities. AAMEN and its agents under this MOU shall be registered with System for Award Management (SAM) prior to the commencement of activities.
- AAMEN agrees to comply with the non-discrimination practices regarding employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR §570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are applicable.

- Both parties shall maintain documentation that demonstrates compliance with hour and wage requirements according to all federal, state and local laws and regulations. Such documentation shall be readily available upon request.
- AAMEN shall not enter into any subcontracts with any agency or individual in the performance of this MOU without the written consent of the City prior to the execution of such agreement. AAMEN will monitor all subcontracted services on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of actions taken in correction areas of noncompliance. AAMEN shall initiate all of the provisions of this MOU in its entirety to be included in any subcontract executed in the performance of said Project. AAMEN shall undertake to ensure that all subcontracts consent to the performance of this MOU shall be awarded upon a fair and open competitive basis. Executed copies of all subcontracts shall be directed to the City along with documentation concerning the selection process as applicable.
- AAMEN agrees to abide by the provisions of 24 CFR §570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance. No persons having such a financial interest shall be employed or retained by either party hereunder. These conflict of interest provisions include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or AAMEN that are receiving funds under the CDBG Entitlement program.
- The City will monitor the performance of AAMEN against goals and performance standards. Substandard performance as determined by the City will constitute noncompliance with this MOU. If action to correct such substandard performance is not taken by AAMEN within a reasonable period of time after being notified by the City, suspension or termination procedures will be initiated. In accordance with 2 CFR §200.339, the federal award may be terminated in whole or in part.
- AAMEN shall comply with current CDBG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this MOU.
- AAMEN is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

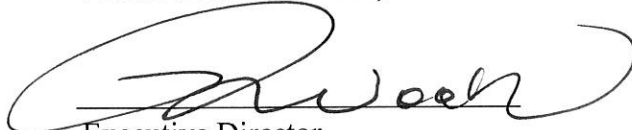
V. Conclusion

In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the Project fully complies with all applicable federal requirements and minimizes duplication of effort.

City of Jonesboro

Whole Youth Services, Inc. /dba AAMEN

Mayor


Executive Director

City Clerk

Date

3/15/2017
Date