



We Are Columbia

MEETING DATE: August 16, 2016
DEPARTMENT: Community Development
FROM: *Gloria Saeed, Director*
SUBJECT: Fast Forward
PRESENTER: Gloria Saeed
FINANCIAL IMPACT: 08/16/16 1014320 · Community Development
Still awaiting funding source

CLEAN WATER 2020?: Yes

The attached contract was reviewed and approved by Legal via email from Shari Ardis

ATTACHMENTS:

- Fast Forward FY 16-17 approved (PDF)

3. Classes for Seniors living in Columbia
 - a. Online Safety
 - b. Using Social Security Sites
 - c. Email

 4. Youth
 - a. Technology classes
 - b. WIN Accounts to prepare for WorkKeys assessments
 - c. WIN Atlas accounts for youth
 - d. Development of out of school time programs for youth

 5. Adult Special Needs
 - a. Provide programs for adults with special needs
- C. Reporting - FF will provide COC with the following quarterly reports showing numbers of students, classes, development of programs for each group.

3. TERM OF AGREEMENT

It is understood that circumstances arising during the Term may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on the mutual agreement of both parties, which may be recorded as an addendum to this statement of work or as a letter from one party to the other. The Term of this Agreement is July 1, 2016 – June 30, 2017; reviewed annually for changes by April 30. This Agreement can be renewed by mutual agreement of the parties. Dee Albritton, Executive Director of Fast Forward, will be the contact for the City of Columbia.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum amount of \$100,000.00 per year. Payments will be made quarterly, beginning July 1, 2016, and running through June 30, 2017.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by FF under this Contract are confidential and FF agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

FF shall make available for examination all of its records with respect to all matters covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of FF.

7. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. 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 Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

FF shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. FF shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by him.

FF shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. FF shall, at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance.

10. TERMINATION FOR CONVENIENCE OF THE PARTIES

The Parties may terminate this Contract at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

If this Contract is terminated, FF will present COC with a statement of account showing all fees paid to that time and itemizing work performed. If work performed exceeds fees paid to date, COC will pay FF for such work at a mutually adjusted price.

11. INTEREST OF PROFESSIONAL

FF covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is averse to the interests of the City of Columbia. FF further covenants that in the performance of this Contract no person having such interest shall be employed.

FF agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may, at its discretion, waive this provision. FF has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, FF shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. FF shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FF shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. FF will incorporate requirements in all subcontracts for program work.

13. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

14. COMPLIANCE WITH LOCAL LAWS

FF shall comply with all applicable laws, ordinances, and codes of the state and local government in performing the work provided under this Contract.

15. PERSONNEL

All of the services required hereunder shall be performed by FF and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services.

FF represents that it has, or will secure at its own expense, all personnel required in performing the

services under the Contract.

IN WITNESS WHEREOF, the City and FF have entered into this Agreement as of the date first above written.

FAST FORWARD:

CITY OF COLUMBIA

BY: _____
Dee Albritton

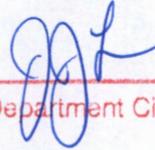
BY: _____
Teresa Wilson

ITS: Executive Director

ITS: City Manager

Federal ID NO.: 54-2158648

APPROVED AS TO FORM



Legal Department City of Columbia, SC