

COOPERATIVE AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF  
BOONE COUNTY FAMILY RESOURCES AND THE CITY OF COLUMBIA  
FOR ADAPTED COMMUNITY RECREATION

**THIS AGREEMENT** is made and entered into on the date of the last signatory noted below (“Effective Date”), by and between the Board of Directors of Boone County Family Resources (hereinafter referred to as “Agency”) and the City of Columbia (hereinafter referred to as “City”).

**I. Background and Purpose of Agreement**

- A. Boone County Family Resources, 1209 East Walnut, Columbia, Missouri 65201, is a statutory organization existing under the provisions of sections 205.968 to 205.972 RSMO, and is authorized to contract under section 205.968.1 RSMO, for any and all types of services necessary to the successful and efficient prosecution and continuation of the business and purposes for which it is created as a part of a program designed to enable eligible persons to progress toward normal living and to develop, as far as possible, their capacity, performance and relationship with other persons.
- B. The City of Columbia, on behalf of its Department of Parks & Recreation, 1 South Seventh Street, Columbia, Missouri 65201, is a municipal government authorized to provide services for eligible residents.
- C. The Parties desire to jointly fund a recreational and activity program for persons with developmental disabilities and for this purpose are entering into this Cooperative Agreement.

**II. Services**

- A. City currently offers a program named “Adapted Community Recreation” and agrees to continue to restructure the program to broaden the opportunity for community involvement.
- B. To assure that eligible residents are aware of the services available to them, the Parties agree to distribute information about the program and its services to potentially eligible residents of City and clients of Agency.
- C. Agency agrees to refer potentially eligible clients of Agency who may benefit from the services offered to City’s program.
- D. City shall work with the Columbia Housing Authority to arrange for the delivery of services on site at Paquin Towers and will identify other sites within the community for the provision of services to broaden the opportunity for community participation.
- E. City agrees to solicit user and resident input as to the types of services and activities that are of interest and offer programs that are of interest to potential users of the services and activities. City shall be flexible in the design of its offerings.

### **III. Funding**

- A. City shall retain all administrative responsibilities with respect to the program and related services and activities.
- B. The Parties shall jointly fund the total program cost with Agency agreeing to share in the cost. Agency agrees to fund program costs in an amount not to exceed sixteen thousand dollars (\$16,000.00) for twelve (12) months. Agency shall remit such sum to the City of Columbia in twelve (12) equal monthly installments of one thousand three hundred thirty-three dollars and thirty-three cents (\$1,333.33), said payment to be made on or about the 10<sup>th</sup> of each month. City shall provide to Agency a monthly participation report.
- C. City agrees to pay the balance of the total program cost, subject to its right to charge a user fee for services.

### **IV. Administration**

- A. Participation for purposes of this Agreement is hereby defined to be one (1) person participating in one (1) activity.
- B. City shall maintain appropriate records of participation including the numbers of participations by activity and date, and a copy of same will be filed monthly with Agency for purpose of evaluation of utilization.
- C. City shall have sole responsibility for development of a marketing plan, although Agency shall assist in distribution of materials provided by the City to potentially eligible clients of the Agency.
- D. City shall retain the right to charge users a fee for the activities and services.

### **V. Assessment**

- A. The Parties shall conduct an assessment of the program to evaluate the benefit of the program to participants. Measures of the benefit of the program shall include but not be limited to the following:
  - i. Participant/user satisfaction as measured by participant input and feedback;
  - ii. The number of participations by activity;
  - iii. Total number of participations

### **VI. Confidentiality**

- A. Agency is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and HIPAA regulations set forth at 45 CFR 142 and 160-164 law. As a covered entity, Agency may only disclose information regarding the participant's eligibility and receipt of services from Agency if the participant executes an Authorization for the release of such information. If clients/participants elect not to execute an Authorization for the disclosure of such

information, Agency will not identify clients of Agency to City. The Parties understand that this may limit the identification of clients of the Agency who receive services through this program.

**VII. Termination**

- A. This Agreement shall be effective on the Effective Date and shall continue in effect until June 30, 2019 unless sooner terminated by either Party to this Agreement for any reason by giving written notice to the other Party at least thirty (30) days prior to date of termination.

**VIII. Assignment and Amendment**

- A. This agreement shall not be assignable or otherwise transferable except upon mutual written consent of the Parties, and shall not be modified or otherwise amended except upon written instrument executed with the same formality as this Agreement.

**IX. Authority of Signatories**

- A. The persons who sign this Agreement on behalf of their respective entities affirmatively represent that they are authorized to enter into this agreement by the respective entity which they represent, and to bind such entity to all terms and conditions contained herein, and that they have obtained all necessary authority required to lawfully enter into this agreement.

**X. 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.

**XI. General Laws**

The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

**XII. 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.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their authorized signatories on the day and year last written below.

**City of Columbia, Missouri**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Counselor *NT*

**CERTIFICATION:** I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 55205576-500101, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

By: \_\_\_\_\_  
Michele Nix, Director of Finance

**Board of Directors of Boone County  
Family Resources**

By: *Roger Kaufman*  
Executive Director

Date: 5-24-18

**ATTEST:**

\_\_\_\_\_  
Secretary