

**AMENDMENT
TO THE
COOPERATIVE AGREEMENT
BETWEEN
THE BOARD OF DIRECTORS OF BOONE COUNTY FAMILY RESOURCES AND
THE CITY OF COLUMBIA, MISSOURI**

This First Amendment to the 2022 Agreement between the **CITY OF COLUMBIA** ("CITY"), and **The Board of Directors of Boone County Family Resources**, ("BCFR") is made as of the date of the last signatory noted below.

RECITALS

- A. WHEREAS, in 2022, CITY and BCFR entered into an Agreement ("2022 Agreement") related to recreational programming for clients of BCFR ; and
- B. WHEREAS, the Parties hereto desire to formally amend the 2022 Agreement with this First Amendment (hereinafter "First Amendment") and desire to be bound by the terms contained in the 2022 Agreement as amended or supplemented by those terms contained in this First Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2022 Agreement, as follows:

- 1. Section III (G) of the 2022 Agreement shall be removed and replaced with the following:
"G. City will invoice BCFR at the end of each month for services provided the previous month. BCFR shall remit payment within twenty (20) days of receipt of invoice that contains the required information."
- 2. Section V(B) of the 2022 Agreement shall be removed and replaced with the following:
"B. BCFR shall fund costs as set forth above for the initial term of July 1, 2022 through June 30, 2023. BCFR shall fund costs as set forth above for the first renewal term of July 1, 2023 through June 30, 2024. For any subsequent renewal terms provided for herein, CITY shall provide written notice of any request for a funding increase to BCFR sixty days in advance of the expiration of the then current term. If BCFR agrees to the CITY's request, the Agreement shall renew for an additional term. Otherwise, the Agreement shall terminate."

3. Section VIII of the 2022 Agreement shall be removed and replaced with the following:

“VIII. Term; Renewal Terms; and Termination
The Initial Term of this Agreement shall be effective on the Effective Date and shall continue in effect until June 30, 2023. Thereafter, the Agreement shall automatically renew for an additional one year term at the funding level set forth in Section IV. Thereafter, CITY’s Director of its Parks and Recreation Department and the Executive Director of BCFR may agree to up to four (4) additional one year terms, based upon the funding level agreed to in writing by the Director of Parks and Recreation and the Executive Director of BCFR as set forth in Section V(B). Either party may terminate this Agreement with thirty days written notice.”
4. The following Section XV is hereby added to the 2022 Agreement:

“XV. Additional Parks and Recreation Programming.

 - A. BCFR may authorize clients to participate in additional parks and recreation programming. To do so, BCFR shall provide written notice to the CITY and shall pay for the then current price for the class or program. The written notice shall include BCFR’s client name(s) and the CITY’s program/activity name(s) and number(s).
 - B. CITY may send BCFR the registration invoice once program attendance at one session has been confirmed.
 - C. The CITY may establish a policy to address “no shows” when they are unable to receive payment from BCFR due to lack of attendance.
 - D. BCFR shall provide a summary of associated participant names and activity with payment to assist the City with recordkeeping.”
5. The following Section XVI is hereby added to the 2022 Agreement:

“XVI. Subject to Appropriations. All obligations of the Parties under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.”
6. All other terms of the 2022 Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the 2022 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By:

De'Carlon Seewood, City Manager

Date:



ATTEST:

By:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:

Nancy Thompson, City Counselor/rw

**BOARD OF DIRECTORS OF BOONE
COUNTY FAMILY RESOURCES**

By:

Laura Cronens

Executive Director

4/5/2023

Date