

**AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND NORA STEWART EARLY LEARNING CENTER**

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Nora Stewart Early Learning Center, a nonprofit corporation organized in the State of Missouri (hereinafter "Agency"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Agency are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties recognize the community's need for parent and youth educational programming related to substance abuse;

WHEREAS, Agency serves the Columbia community by working with youth and families in a day care setting;

WHEREAS, Agency has a building located at 505 East Ash, Columbia, Missouri 65201, which can be used for educational programming (hereinafter "Facility"); and

WHEREAS, Agency desires to use its Facility and staffing to provide the following programs: Creating Lasting Family Connections, CLFC Fatherhood Program: Family Reintegration, and CLFC Marriage Enhancement Program (hereinafter "Programming").

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Purpose and Scope.

The purpose of this Agreement shall be to clearly identify the roles and responsibilities of each of the Parties as they relate to the use of the Facility and that relate to the Programming to be provided by the Agency to youth and families in the city limits of Columbia, Missouri.

2. Obligations of the Parties.

City agrees to provide Agency a grant of Thirty-three Thousand Eight Hundred and Fifty-five dollars (\$33,855.00). Funding shall be provided in the form of a grant, subject to the requirements contained herein.

- a. Educational Programming Services. Educational Programming services shall consist of the following programming services which are described herein and further described in Exhibit A. Agency shall use funds to send Agency's employees to training to obtain certification to facilitate the Programming. Agency shall provide qualified and properly trained staffing to provide the Programming. Once the Agency's staff are trained and certified facilitators, Agency shall provide Programming to twenty-five (25) families. Agency shall provide the Programming to residents of the City of Columbia.
- b. Budget. Agency's budget for the Programming is included in Exhibit A. Any substantive changes in the budget shall be approved by the City prior to incurring any expenses. Agency certifies that this expenditure is essential to the provision of the Programming as described in Exhibit A. Agency shall provide the Programming services until all Programming funds have been expended. It is anticipated by the Parties that the funds will be expended over a one year period.

- c. Required Documentation. Agency shall submit to and maintain with the City current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recent completed IRS 990 or 990EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan. Agency shall permit the City or its designee(s) to monitor, survey and inspect the Agency's services, facilities and records to determine compliance and performance with the Agreement. In addition, Agency shall make available to the City or its designee all records, facilities and personnel for auditing, inspection, and interviewing to determine the status of contracted services, the expenditure of City funds, and for all other matters set forth in this Agreement. Agency shall be responsible for all funds made available to Agency by this Agreement. Agency shall reimburse to the City any funds expended in violation of City, State or Federal law or in violation of this Agreement. Agency shall annually submit to the City a report of Programming services provided until all Programming has been completed. Within ninety (90) days of completion of all Programming services, Agency shall provide a final report to the City.
 - d. Use of Facility. Agency shall use Agency's Facility to provide Programming.
 - e. Educational Programming Services. The Programming provided by Agency shall be educational in nature and substance only. Agency's programming services shall not consist of counseling, personal behavioral modification, reparative work, or any other type of service that Agency and its staff are not licensed to provide. Agency and its staff shall refer individuals to other agencies who are licensed to provide those types of services or to licensed professional.
3. Payments. Agency shall submit to City a monthly invoice along with a monthly progress report which shall demonstrate the impact of the program on the community. City shall pay the uncontested amounts within thirty (30) days.
4. City Recognition. Agency shall ensure recognition of the role of the City of Columbia for funding the Programming through this Agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
5. Records and Reports. Agency shall retain all records and reports pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever occurs later. All records shall be made available to City for inspection upon request.
6. Other Provisions.
 - a. Agency agrees that City may suspend or terminate this Agreement should Agency materially fail to comply with any of the terms of this Agreement.
 - b. Any amendment to this Agreement must be in writing and must be executed by City and Agency. Oral modifications or amendments of this Agreement shall be of no force or effect.
 - c. This Agreement may not be transferred or assigned to any other party without the express approval of the Columbia City Council, which such consent may be granted or withheld in sole discretion of the City Council.

7. Compliance. Upon finding that Agency materially failed to comply with any term of this Agreement, Agency shall cease expenditure or obligation of any funds provided to Agency under this Agreement and any remaining unexpended grant funds on hand at the time of such finding shall be transferred to the City of Columbia upon request by City.
8. Reversion of Assets. Upon expiration or termination of this Agreement, Agency must transfer to City any remaining unexpended grant funds from City on hand at the time of expiration and any accounts receivable attributable to the use of these funds.
9. Term and Termination. This Agreement shall commence on the Effective Date and shall continue for a period of sixteen (16) months (hereinafter "Term"). A party may terminate this Agreement at any time upon providing thirty (30) days written notice.
10. 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 Agreement, 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.
11. General Laws. Agency shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Section 285.530 RSMo.
12. Nondiscrimination. During the performance of this Agreement, Agency shall not discriminate in the provision of services pursuant to this Agreement against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected category. Agency shall comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1984, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services.
13. Americans with Disabilities Act. Agency shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Agency shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
14. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
 City of Columbia
 ATTN: City Manager
 P.O. Box 6015
 Columbia, MO 65205-6015

If to Agency:
 Nora Stewart Early Learning Center
 Attn: Cheryl Howard, Registered Agent
 505 East Ash Street
 Columbia, MO 65201

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall

be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

15. Insurance. Agency shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Agency is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Agency under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. Workers' Compensation & Employers Liability. Agency shall maintain Workers' Compensation in accordance with Missouri Revised Statutes with the following minimum limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. Agency shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.

c. Business Auto Liability. Agency shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Agency does not own automobiles, Agency agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Agency may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Agency agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability.

e. The City of Columbia is to be an Additional Insured with respect to the times and dates when Programming services are being provided pursuant to the grant. A certificate of insurance evidencing all coverage required shall be provided prior to payment of the grant. Agency is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.

f. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Agency fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate the Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Agency and/or their employees and/or their subcontractors in the performance of this Agreement.

16. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Agency shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney’s fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Agency, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Agency or a subcontractor for part of the services), of anyone directly or indirectly employed by Agency or by any subcontractor, or of anyone for whose acts the Agency or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Agency to indemnify, hold harmless, or defend the City of Columbia from the City of Columbia’s own negligence. It is the responsibility of the Agency to identify and maintain insurance coverage which shall meet the Agency’s obligation to indemnify the City of Columbia as set out herein.
17. 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.
18. Employment of Unauthorized Aliens Prohibited. Agency shall comply with Missouri State Statute Section 285.530 in that Agency shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this agreement, Agency shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Agency shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Agency shall require each subcontractor to affirmatively state in its contract with Agency that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Agency shall also require each subcontractor to provide Agency with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.
19. Authority. The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement. There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Agency or any individual acting on Agency’s behalf, including subcontractors, which seek to enjoin or prohibit Agency from entering into this Agreement or performing its obligations under this Agreement.
20. Agreement Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

| <u>Exhibit</u> | <u>Description</u> |
|----------------|---|
| A | Programming Services to be provided by Agency and Agency’s Budget |

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw *rw*

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account No. 11000510-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

NORA STEWART EARLY LEARNING CENTER

By: _____

Name and Title: _____

Date: _____

ATTEST:

Name and Title:

Exhibit A

C.L.F.C. EXPENSE SUMMARY
2018

| ITEM | DESCRIPTION | QUANTITY | COST |
|--|-------------------------------------|---|------------|
| CLFC PROGRAM | ORIGINAL CURRICULUM | 1 SET | |
| CLFC FATHERHOOD PROGRAM | CURRICULUM | 1 SET | |
| CLFC MARRIAGE ENRICH. PROGRAM | CURRICULUM | 1 SET | \$2500.00 |
| YOUTH/PARENT MANUAL REPLACE. | CLFC CURRICULUM | 25 MANUALS | \$775.00 |
| CLFC EVALUATION KIT | CLFC PROGRAM EVAL. | 1 (\$300) | |
| | CLFC OUTCOME EVAL. | 1 (\$100) | |
| | ADDT. SET OF YOUTH EVAL. SUMMARY | 1 (\$50) | |
| | ADDT. SET OF PARENT EVAL. SUMMARY | 1 (\$50) | \$500.00 |
| CLFC DVD SET | DVD TRAINING VIDEOS | 1 SET | \$800.00 |
| CLFC TRAINING | 10 DAYS FACILITATOR TRAINING | 2X @\$1500 PER FACILITATOR | \$3000.00 |
| | LODGING (10 NIGHTS) | 10 @ \$100 = \$1000 X2 | \$2000.00 |
| | MEALS | 10 DAYS @ \$75 = \$750 2X | \$1500.00 |
| | TRANSPORTATION | 2 AIRLINE TICKETS @ \$300 | \$600.00 |
| CLFC "BUILDING HEALTHY INDIVIDUALS, FAMILIES AND COMMUNITIES" BOOK | OVERVIEW & HISTORY | \$25 BOOK X 2 | \$50.00 |
| CLFC IMPLEMENTATION BOOK | CLFC GUIDEBOOK FOR FACILITATOR | \$75 BOOK X2 | \$150.00 |
| CLFC CHILDCARE FEE | CHILDCARE FOR ONE MEETING PER WEEK | 2.5HR @ \$15HR = \$37.50 X 4 = \$150 MO | \$1800.00 |
| CLFC FACILITATOR FEE | TRAINED CLFC FACILITATOR | 5HR @\$20HR = \$100W 4X @MO= \$400 2 FACILITATORS=\$800 | \$9600.00 |
| RENTAL SPACE | 2 CLASSROOMS & KITCHEN | \$500 @ MONTH | \$6,000.00 |
| FOOD | FOOD FOR MEETINGS | \$30 @ MTG 2X = \$60W \$240 @MO | \$2880.00 |
| LIABILITY INS. | COVERAGE FOR STAFF, YOUTH & PARENTS | \$100MO X 12 | \$1200.00 |

C.L.F.C. EXPENSE SUMMARY
2018

| ITEM | DESCRIPTION | QUANTITY | COST |
|---------------------|--------------------------------------|-----------|----------|
| | | | |
| CLFC EVALUATION KIT | CLFC PROGRAM EVAL. | 1 (\$300) | |
| | CLFC OUTCOME EVAL. | 1 (\$100) | |
| | ADDT. SET OF YOUTH EVAL. SUMMARY | 1 (\$50) | |
| | ADDT. SET OF PARENT EVAL. SUMMARY | 1 (\$50) | \$500.00 |

TOTAL = \$33,855.00