

COOPERATIVE AGREEMENT BETWEEN
BOONE COUNTY FAMILY RESOURCES AND CITY OF COLUMBIA
PARKS & RECREATION ADAPTED COMMUNITY RECREATION

THIS AGREEMENT is made and entered into this 11th day of April, 2016, 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, Department of Parks & Recreation, 1 South Seventh Street, Columbia, Missouri 65201, is a department of city 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. The 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 the City and clients of the Agency.
- C. The Agency agrees to refer potentially eligible clients of the Agency who may benefit from the services offered to the City's program.
- D. The 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. The 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. The City shall be flexible in the design of its offerings.

III. Funding

- a. The 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. The Agency agrees to fund program costs in an amount not to exceed \$16,000 for 12 months. The Agency shall remit such sum to the City of Columbia in twelve equal monthly installments of \$1,333.33, said payment to be made on or about the 10th of each month. City shall provide to Agency a monthly participation report.
- c. The 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 person participating in one activity.
- b. The 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. The City shall have sole responsibility for development of a marketing plan, although the Agency shall assist in distribution of materials provided by the City to potentially eligible clients of the Agency.
- d. The 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. The 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, the Agency may only disclose information regarding the participant's eligibility and receipt of services from the 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, the Agency will not identify clients of the Agency to the 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 July 1, 2016 and shall continue in effect until June 30, 2017 unless sooner terminated by either Party to this Agreement for any reason by giving written notice to the other Party at least 30 days prior to date of termination.

VIII. Assignment and Amendment

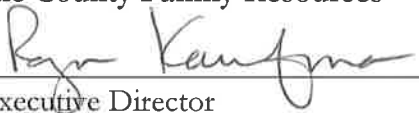
- a. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties, and shall not be modified or otherwise amended except upon written instrument executed with the same formality as this Agreement.

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.

IN WITNESS WHEREOF, the parties have executed this agreement by their authorized signatories on the day and year first above-written.

Boone County Family Resources

By 
Executive Director

City of Columbia

By _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

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

By: _____
John Blattell, Director of Finance