

AGREEMENT

THIS AGREEMENT, is made and entered into on the date of the last signatory noted below, by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called the "City" and Boone County, Missouri, hereinafter called the "County,"

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, it is deemed by the parties hereto to be mutually advantageous to the parties to provide public health services for the citizens of Columbia and Boone County during calendar year 2022. Public Health Department services will be equally available to Boone County residents both in and outside the corporate limits of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties hereto as follows:

I.

For the agreed upon amount specified in Article X, the City agrees to provide public health services to County residents. Said services shall include but are not limited to: home visitation, blood pressure and TB screening, communicable disease control, children's and adult immunizations, family planning, STD/HIV prevention and control, health education and preventative health care will be offered at such places and times determined by the Director of Public Health and Human Services.

II.

For the agreed upon amount specified in Article X, the City will provide social services to county residents. Said services shall include but are not limited to: pregnancy counseling and case management, eligibility, and referrals.

III.

For the agreed upon amount specified in Article X, the City will provide Women, Infants & Children (W.I.C.) nutritional supplemental food program services for persons meeting state and federal eligibility guidelines.

IV.

For the agreed upon amount specified in Article X, the City agrees to provide periodic health screenings, immunizations, and other services in incorporated municipalities in Boone County.

V.

For the agreed upon amount specified in Article X, the City agrees to provide environmental public health services outside the City of Columbia. Services shall include, but not be limited to, enforcement of the Boone County Food Code and Nuisance Ordinance and investigation of environmental health hazards.

VI

For the agreed upon amount specified in Article X, the City agrees to enforce the Boone County onsite wastewater ordinance.

VII.

For the agreed upon amount specified in Article X, the City agrees to administer up to seven thousand dollars in utility assistance services to eligible Boone County residents. Said services will consist of payments to utility providers for the purpose of reconnecting utility service, payment of utility bills to avoid disconnection, and referral for weatherization. Said service will be provided to eligible persons according to need as determined by the Director of Public Health and Human Services. The seven thousand dollars is included in the Agreed Upon Amounts indicated in Article X.

VIII.

For the agreed upon amount specified in Article X, the City will administer up to five thousand dollars for the medication assistance program to eligible indigent County residents. The five thousand dollars is included in the Agreed Upon Amounts indicated in Article X.

IX.

The City hereby agrees that the Director of Public Health and Human Services shall provide the County Commission with recommendations concerning additional or revised public health services and shall be available at reasonable times to consult with County officials as the County officials deem necessary.

X.

| Agreed Upon Amounts                                                                                                                                            |            | Program Cost <sup>1</sup> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------|
| Public Health Services:<br>Administration, Clinic &<br>Nursing, Environmental<br>Health, Social Services,<br>WIC, Utility Assistance,<br>Medication Assistance | 1410-84200 | \$1,353,536               |
| On-Site Sewage <sup>1</sup>                                                                                                                                    | 1740-84200 | \$130,298                 |
| <b>TOTAL</b>                                                                                                                                                   |            | <b>\$1,483,834</b>        |
| <sup>1</sup> On-Site sewage revenues are deposited directly with Boone County.                                                                                 |            |                           |

XI.

The parties agree that the City will bill the County on a quarterly basis for one-fourth of the total contract amount. By March 1, 2023, a final report will be prepared and will include appropriate accounting documentation for reconciliation purposes. A statistical report of services rendered by the City to the County will be provided annually. The annual reconciliation will be conducted consistent the parties' established course of dealing and will include the following:

- A. Program revenues and related program expenses arising from activities that pertain solely to the City will be set apart to the City and program revenues and related program expenses arising from activities that pertain solely to the County will be set apart to the County.
- B. All other program revenues and related program expenses will be netted and the balance of expenses shall be allocated between the parties consistent with their planned funding of this joint department (67% to City and 33% to County).

XII.

During the term of this Agreement, the City will provide liability insurance coverage on the interior space the Health Department occupies (Unit #1 of the Columbia/Boone County Health Department Condominium) in the same manner that it does for other City-owned facilities.

XIII

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.

XIV

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

THE CITY OF COLUMBIA, MISSOURI

DocuSigned by:  
BY: De'Carlon Seewood  
De'Carlon Seewood, City Manager  
Date: 3/9/2022

ATTEST:

DocuSigned by:  
Sheela Amin  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
Nancy Thompson  
Nancy Thompson, City Counselor/rw

BOONE COUNTY, MISSOURI

BY: Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner  
Date: 3/29/2022

ATTEST:

Brianna L Lennon  
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

C.J Dykhouse  
C.J Dykhouse, County Counselor

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

*Quinn Riedford* by *29* *03/15/2022*  
Boone County Auditor                      Date

*See page 2 for encumbrances*