

Agreement
between the
City of Columbia, Missouri,
and
Columbia Housing Authority Low-Income Services, Inc.,
for
Teen Outreach Program

THIS AGREEMENT (the "Agreement") by and between CHALow-Income Services, Inc., (hereinafter "CHALIS"), a nonprofit corporation organized in the State of Missouri, and the City of Columbia, Missouri, a political subdivision of the State of Missouri, (hereinafter "City"), is entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and CHALIS are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Parties recognize the need for teen programs in the community; and

WHEREAS, the Parties desire to cooperate to plan, implement, and evaluate nine teen outreach programs in schools in the community.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the Parties agree as follows.

1. **PURPOSE:** The purpose of this Agreement is to formalize the understanding between the Parties with regard to the implementation of the Teen Outreach Program in the Columbia area.
2. **RESPONSIBILITIES OF THE PARTIES FOR TEEN OUTREACH PROGRAM.** The Parties commit to working together through September 30, 2019 in the planning, implementation, and evaluation of the Teen Outreach Program (TOP) clubs in Columbia/Boone County schools. The Parties also commit to an ongoing discussion of their roles and responsibilities. Both parties agree to:
 - Serve as a local TOP provider and implement TOP with fidelity.
 - Provide each club with a minimum of 25 weekly meetings and 20 hours of community service learning (CSL) over a nine month period.
 - Adhere to the TOP Changing Scenes curriculum, and present the curriculum from a values neutral standpoint.

- Assure its facilitators are TOP certified, have completed Child Abuse and Neglect Background checks, and are scheduled to remain the same throughout the nine month duration of the program.
- Assure the program is delivered to groups of adolescents grades 6 through 12. The facilitator shall strive to have at least 10 adolescents per group, and the facilitator cannot have more than 25 adolescents per group.
- Assure that the program is inclusive of, and non-stigmatizing towards adolescents of any race, ethnicity, religion, sexual or gender identity, and sexual orientation.
- Obtain signed consent forms for all adolescents participating in the program.
- Administer student pre and post program surveys to all clubs and the developmental assets profile survey to designated clubs.
- Submit required paperwork including consents, surveys, sequencing forms, CSL description forms, and attendance logs to City's TOP coordinator (Michelle Shikles) and/or to Wyman Connect according to the submission timeline outlined in the facilitator training.
- Participate in at least one on-site evaluation.
- Assist in organizing and transporting teens to and from volunteer events.
- Partner to provide a recognition event/trip for adolescents who have successfully participated in the program.
- Participate in technical assistance sessions as requested with Missouri DHSS, City, Boone County Children Services, or Wyman during the Term of the Agreement.

3. CHALIS'S ADDITIONAL RESPONSIBILITIES. CHALIS shall:

- a. Provide 1 Facilitator for 7 TOP clubs
- b. Provide itemized invoices to City for TOP on the 7th day of the month following the month in which the services were provided. Itemized invoices shall include line item purchases with according receipts and personal expenditures for the month. Allowable costs shall not exceed \$15,000 over the twelve month period. Allowable costs include personnel for TOP club facilitators, mileage, background checks, supplies, and up to 8% for indirect costs. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- c. Provide information and assistance necessary to meet additional Missouri DHSS or Boone County Children Services contract needs.

4. CITY'S ADDITIONAL RESPONSIBILITIES. City shall:

- a. Provide one staff member to serve as TOP coordinator and ensure all TOP fidelity requirements are met including, but not limited to, consent forms, surveys, values neutral lessons, CSL hour requirements, and site visits.
- b. Oversee Boone County Children Services Contract and MODHHS contract and assure all deliverables and reporting requirements are met and that expenditures align with contract budgets.

- c. Provide 1 facilitator for 7 clubs and 2 facilitators for 1 club.
 - d. Send appropriate staff to required contract and technical assistance trainings.
 - e. Maintain all records.
 - f. Reimburse CHALIS for allowable costs associated with the operation of the TOP in an amount not to exceed fifteen thousand dollars (\$15,000.00).
5. TERM. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until the date that is one (1) year following the Effective Date.
6. TERMINATION.
- a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
 - b. By Convenience. With thirty (30) days written notice, either Party may terminate this Agreement for convenience.
 - c. By Default. Either Party may terminate this Agreement in accordance with Section 7.
7. TERMINATION UPON DEFAULT. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement. A Party shall be considered in Default of this Agreement upon:
- a. The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
 - b. The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
 - c. The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - d. The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
8. NO ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign

this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

9. **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

Department of Health and Human Services

P.O. Box 6015

Columbia, Missouri 65205-6015

ATTN: Stephanie Browning, Director

If to CHALIS:

CHA Low-Income Services, Inc.

201 Switzler Street

Columbia, Missouri 65203

Attn: Phil Steinhaus, Registered Agent

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.

10. **NO THIRD-PARTY BENEFICIARY.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under the Agreement.
11. **AMENDMENT.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
12. **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.

13. **GENERAL LAWS.** The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
14. **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.
15. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, CHALIS 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 CHALIS, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CHALIS or a subcontractor for part of the services), of anyone directly or indirectly employed by CHALIS or by any subcontractor, or of anyone for whose acts the CHALIS or its subcontractor may be liable, in connection with CHALIS's services provided pursuant to this Agreement. This provision does not, however, require CHALIS to indemnify, hold harmless, or defend the City of Columbia from the City's own negligence.
16. **AUTHORITY.** The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.
17. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated Agreement between CHALIS and City relative to the services. All previous or contemporaneous agreements, representations, promises and conditions relating to the Teen Outreach Program services herein are superseded.

IN WITNESS WHEREOF the Parties through their duly authorize representatives have executed this Agreement effective as of the date of the last party to execute the same.

CITY OF COLUMBIA

CHA LOW- INCOME SERVICES, INC.

Phil Steinhaus

Mike Matthes, City Manager

Phil Steinhaus, CEO

Date: _____

Date: 8/28/2018

ATTEST:

ATTEST:

Sheela Amin, City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nancy Thompson, City Attorney *NT*

Name/Title: _____

Date: _____

Date: _____

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Michele Nix, Director of Finance