

**FIRST AMENDMENT TO AGREEMENT
ENTERED SEPTEMBER 21, 2016
BETWEEN
THE CITY OF COLUMBIA, MISSOURI AND
THE CURATORS OF THE UNIVERSITY OF MISSOURI
REGARDING THE BOONE INDICATOR DASHBOARD**

This amendment is entered into by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the Office of Social and Economic Data Analysis (hereinafter "Provider"), effective as of the date of the last party to sign (the "Effective Date").

WHEREAS, effective September 21, 2016, an agreement (hereinafter "the Agreement") was entered between the City of Columbia and The Curators of the University of Missouri for the purchase of professional data analysis and data representation services for the purpose of developing the Boone Indicator Dashboard (hereinafter "BID") in accordance with the scope of work attached to the Agreement. The Agreement is attached as **Exhibit A**.

WHEREAS, the parties contemplated that after development, Provider would provide additional services regarding the operation and maintenance of the BID.

WHEREAS, Paragraph 1 of the Agreement indicates that "Additional professional services shall be established by mutual written agreement between the City and the Provider, including agreement on the additional cost, if any, of such additional services. Additional professional services and the costs thereof agreed upon by the parties shall not take effect unless expressed as a written amendment to this Agreement as executed by the parties."

WHEREAS, development of the BID is now complete and the parties intend to address the operation and maintenance of the BID.

THEREFORE, it is hereby agreed by and between the City and Provider as follows:

1. **TERMS:** All terms of the Agreement remain in effect and are incorporated herein by reference, except that Paragraph 2 is amended so that the contract duration described in of the Agreement is extended to December 31, 2018, with an option to renew for three (3), one (1) year terms, and in no event shall the original Agreement and any additional services purchased thereunder exceed a term of five (5) years and three (3) months and ten (10) days.
2. **PURCHASE:** Pursuant to Paragraph 1 of the Agreement, the City agrees to purchase and the Provider agrees to provide the professional services outlined in the Scope of Work attached as **Exhibit B** to this amendment.

3. PAYMENT: In coordination with the County of Boone and Heart of Missouri United Way, the City will pay Provider an amount not to exceed Twenty Thousand Dollars (\$20,000.00) annually as provided herein. At the conclusion of each six (6) month period following the effective date of this amendment, Provider shall invoice City for payment of Ten Thousand Dollars (\$10,000.00) and City shall make payment within thirty (30) days following invoice. Should the Agreement be terminated prior to the end of a full six (6) month period, the amount due and invoiced shall be prorated so payment will only be due for the period in which services were provided.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials and officers 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

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

By: _____
Michele Nix, Director of Finance

PROVIDER:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

AGREEMENT

This agreement is entered into by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The Curators of the University of Missouri, a public corporation of the State of Missouri, on behalf of the Office of Social and Economic Data Analysis (hereinafter "Provider"), effective as of the date of the last party to sign (the "Effective Date").

WITNESSETH:

WHEREAS, the City, in partnership with the County of Boone, Missouri, desires to purchase professional data analysis and data representation services, in whole or in part, as set forth in the proposal, including any revisions, received by and on file with the City, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between the City and Provider as follows:

1. **PURCHASE:** The City agrees to purchase and the Provider agrees to provide the professional services outlined in the *Scope of Work* as Exhibit A to this agreement. The professional services set out in this agreement shall be provided in accordance with the timeline outlined in Exhibit A.

The total allowable compensation under this agreement shall not exceed \$28,323.00.

The cap for the indirect rate is zero (0). City will not pay any indirect rate for the services.

ADDITIONAL SERVICES: Additional professional services shall be established by mutual written agreement between the City and the Provider, including agreement on the additional cost, if any, of such additional services. Additional professional services and the costs thereof agreed upon by the parties shall not take effect unless expressed as a written amendment to this Agreement as executed by the parties.

2. **CONTRACT DURATION:** This Agreement shall be for a one year term commencing on the Effective Date.

In no event shall the original agreement and any Additional Services purchased hereunder exceed a term of five (5) years and three (3) months.

3. **PAYMENT:** In coordination with the County of Boone, the City will pay Provider twenty eight thousand three hundred twenty three dollars (\$28,323.00) as provided herein. City will pay the Provider in two installments based on the completion of the services and deliverables provided in Phases I and II, as outlined in Exhibit A. Payment for services at the end of Phase I shall be \$9,463.00. Payment for services at the end of Phase II shall be \$18,860.00. Provider shall invoice City for payment at the end of each phase and City shall make payment within thirty (30) days following invoice.

4. **ADMINISTRATION:** The parties agree that this program will result in the development of a web-based Dashboard of community indicators, as described in Exhibit A. The intent of the Dashboard is, in part, to create the public sharing of the product of this effort. In order to develop the Dashboard, the parties agree to the following provisions:
 - a. The administration of the Dashboard project will be overseen by designees of the City and the County of Boone.
 - b. The Dashboard and the content thereof shall remain in the public. The Provider shall facilitate an orderly transition of the Dashboard and its contents to City and County of Boone at the time of contract termination. This clause shall not be construed, however, as preventing the Provider from using the work product for research by the University of Missouri in publications or other contexts.
5. **AVAILABILITY OF FUNDS:** Payments under this Agreement are dependent upon the availability of funds, as determined by the City. This contract may be terminated if funding becomes unavailable in whole or in part, and the City shall have no obligation to continue payment following written notification to Provider that such funds are no longer available for such purposes. City shall pay provider for services performed and non-cancelable obligations incurred by Provider up to the time of said termination prior to such written notification.
6. **MODIFICATION OR AMENDMENT:** Requests to make any substantive change, modification, or an amendment to the program and services covered by this Agreement must be submitted in writing to the City for approval.
7. **INDEMNIFICATION:** To the extent permitted by Missouri law, and without waiving sovereign immunity, Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the City harmless from all claims, suits, judgments or damages, including court costs, arising out of the services rendered by Provider in the course of the operation of this agreement. It is the responsibility of the Provider to identify and maintain insurance or self-funded coverage which shall meet the Provider's obligation to indemnify the City as set out above.
8. **DISCRIMINATION:** Provider agrees to 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 1981, 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 on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing).
9. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Provider agrees to comply with Missouri State Statute section 285.530 in that they 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 of this Agreement, the Provider 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. The Provider 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.

Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.

10. **FAILURE TO PERFORM/DEFAULT:** Provider agrees that if it fails or refuses to perform according to the terms of this Agreement, as determined by the City, such failure or refusal shall constitute a default hereunder, and the City will be relieved of any further obligation to make payments to the Provider as set out herein.
11. **RECORD RETENTION CLAUSE:** Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.
12. **CONFLICT OF INTEREST:** Provider agrees that any conflict of interest between its Board of Representatives or the University Of Missouri Board Of Curators and/or employees and the Provider, shall be appropriately identified and managed. Missouri law, as this term is used herein, shall define "Conflict of Interest".
13. **LITIGATION:** There is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.
14. **SUBCONTRACTS:** This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the City. Any sub-contractor or assignee shall be subject to all conditions and requirements of this Agreement.
15. **AUTHORIZED REPRESENTATIVES:** 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.
16. **TERMINATION:** Either party may terminate this agreement upon thirty (30) days written notice.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: 
Mike Matthes, City Manager

Date: 9-21-16

ATTEST:


Sheela Amin, City Clerk

APPROVED AS TO FORM:


Nancy Thompson, City Counselor

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 110-4410-542.49-90


Michele Nix, Director of Finance J# (J# 16 + J# 17)

PROVIDER:

By: 

Title: Karen M. Geren, Pre-Award Manager

Date: 9/1/2016

ATTEST: 

Exhibit A

City of Columbia, County of Boone, and Heart of Missouri United Way Boone Indicators Dashboard Project Scope of Work

The purpose of the Boone Indicators Dashboard (BID) project is to provide visualized information tools - community indicators- to be easily accessed by diverse community stakeholders who currently require higher data capacity to more effectively inform and align community planning, resource investment, and performance management and monitoring. The purpose of this document is to outline the project's scope of work in relation to the broader efforts of the Boone Impact Group (BIG), currently comprised of representatives of the City of Columbia, County of Boone, and the Heart of Missouri United way, which is currently working to build community evaluation capacity in order to advance collective impact on social issues that affect the quality of life for all citizens in Boone County.

Issue Context

BIG views this work to be a foundational building block that will establish core capacities for collective impact. Emergent collective impact process evaluations show that every backbone function necessary to drive progress hinges on the partners' ability to use data to develop a common agenda, inform and scale up strategy alignment, and to leverage sustainable investments. We have made significant progress on some core capacities, i.e., strong partnerships across sectors, shared infrastructure for managing mezzo-level socio-economic data; however, a major barrier to advancing to the next phase towards collective impact is this piece—macro data must be managed in a way that is accessible and digestible to cross-sector stakeholders. Adding to the complexity of such a need is that each end user falls across a large continuum of data literacy and performance management terminology varies greatly across groups. These challenges have prompted us to invest in contracting expert services to design and implement the BID project.

Broad Goals

These are the anticipated collective impact process goals and indicators we are currently working towards, as informed by the *StriveTogether* Theory of Systems Change and of which the BID Project holds potential to support:

- Community level data is accessible and used regularly by relevant partners to inform actions to improve outcomes and narrow disparities.
 - Data infrastructure is in place to collect and report community-level data needed for continuous improvement.
 - The time to access data has been narrowed to support real-time decision making.
 - Data for continuous improvement are accessed on a regular basis by partners who need to take action to improve outcomes.
 - Partners demonstrate a culture of data use by increasingly using data for organizational improvement.
- Partners use a variety of data to continuously improve and implement strategies that intentionally accelerate outcomes for populations facing persistent disparities.
 - Partners intentionally work to implement universal and targeted strategies, track results, and make adaptations.

- Continuous improvement efforts balance use of local data, community expertise and national research.
- Organizations, institutions, and individuals align their work to support a common agenda, i.e., consolidated community improvement plan.
 - Partners effectively communicate in ways that demonstrate shared accountability for results and build community engagement.
- Public and private dollars are targeted to spread and sustain data-driven practices.
 - Local partners allocate and align financial and community resources to strategies showing positive impact on community level outcomes.
 - Partners obtain collaborative funding for strategies impacting indicators.

Project Process Outline

Phase Title & Target Dates	Activities	Outputs
Phase I: Indicator Development Phase <i>September 1, 2016 - January 31, 2017</i>	Identify & form Data Advisory Team (DAT)	<ul style="list-style-type: none"> ● Prospectus/rationale ● DAT member roles & requirements overview (incl. estimated time commitment) ● List of potential members ● Data sharing agreement ● Confidentiality agreement
	Analyze and refine existing community indicators and indicator resources	<ul style="list-style-type: none"> ● Report: Consolidated list of existing indicators & recommended indicator additions
	Engage stakeholder and potential user groups for inclusive alignment	<ul style="list-style-type: none"> ● Report: Stakeholder feedback <ul style="list-style-type: none"> ○ Revised indicator recommendations based on existing and potential user groups ○ Engagement targets & plan ○ Focus Group meeting notes
	Analyze reporting data to determine feasibility of supporting indicators	<ul style="list-style-type: none"> ● Report: Data analysis findings & recommendations
	Develop preliminary indicators to be included in the Dashboard	<ul style="list-style-type: none"> ● Report: Preliminary indicators to be included in dashboard
Phase II: Dashboard Development Phase <i>February 1, 2017 – September 30, 2017</i>	Develop application specifications and process	<ul style="list-style-type: none"> ● Domain titles and definitions ● Dashboard architecture ● Data collection protocol and schedule ● Data management process protocol <ul style="list-style-type: none"> ○ Includes data request language& specs, movement & permissions, raw storage & system for management ● Data transmission protocol ● Includes procedures for provider support
	Develop indicator database	<ul style="list-style-type: none"> ● Database <ul style="list-style-type: none"> ○ Functionality: data storage, indicator management, and presentation ● Indicators calculated
	Develop web-based dashboard	<ul style="list-style-type: none"> ● Web interface for dashboard developed based on agreed upon specifications

<http://www.communityindicators.net/>

http://www.communityindicators.net/system/medias/621/original/C.Bottoms_Community_Dashboard_CIS12.pdf?1361299344

<http://www.swmcounts.org/index.php?module=Tiles&controller=index&action=display&alias=communityfocus>



Boone Indicators Dashboard 2018 Scope of Work

The purpose of this document is to outline the scope of work for additional professional services related to the agreement with the Curators of the University of Missouri, on behalf of the Office of Social and Economic Data Analysis (SEDA), for the Boone Indicators Dashboard project, a joint project of the City of Columbia (City), County of Boone (County), and Heart of Missouri United Way (HMUW). The service period is anticipated to be January 1 – December 31, 2018, with to option to renew for three (3), one (1) year terms.

Background

The Boone Impact Group (BIG), currently comprised of representatives of the City, County, and HMUW, is working to build community evaluation capacity in order to advance collective impact on social issues that affect the quality of life for all citizens in Boone County. Emergent collective impact process evaluations show that every backbone function necessary to drive progress hinges on the partners' ability to use data. Therefore, BIG, in partnership with the University of Missouri, has developed the Boone Indicators Dashboard (BID), a web-based platform which provides interactive representations of a curated collection of community indicators, to be easily accessed by diverse community stakeholders.

As informed by the *StriveTogether* Theory of Systems Change, BID is viewed by BIG to be a foundational building block in establishing core capacities for collective impact, which include:

- Community level data is accessible and used regularly by relevant partners to inform actions to improve outcomes and narrow disparities.
 - Data infrastructure is in place to collect and report community-level data needed for continuous improvement.
 - The time to access data has been narrowed to support real-time decision making.
 - Data for continuous improvement are accessed on a regular basis by partners who need to take action to improve outcomes.
 - Partners demonstrate a culture of data use by increasingly using data for organizational improvement.
- Partners use a variety of data to continuously improve and implement strategies that intentionally accelerate outcomes for populations facing persistent disparities.
 - Partners intentionally work to implement universal and targeted strategies, track results, and make adaptations.
 - Continuous improvement efforts balance use of local data, community expertise and national research.
- Organizations, institutions, and individuals align their work to support a common agenda, i.e., consolidated community improvement plan.
 - Partners effectively communicate in ways that demonstrate shared accountability for results and build community engagement.
- Public and private dollars are targeted to spread and sustain data-driven practices.
 - Local partners allocate and align financial and community resources to strategies showing positive impact on community level outcomes.
 - Partners obtain collaborative funding for strategies impacting indicators.

Project Services

It is anticipated that the current version of the Boone Indicators Dashboard, including the associated database and web interface, will be utilized in performing the services contemplated herein.

Service	Activities	Outputs
Dashboard Maintenance	Consultation with BIG	<ul style="list-style-type: none"> Participate in monthly project meetings Provide project consultation to City/County on an as needed basis
	Maintain advisory committees: <ul style="list-style-type: none"> Data Advisory Team Local Assessment Committee 	<ul style="list-style-type: none"> Review and update membership as needed Maintain data sharing agreements and confidentiality agreements Facilitate and report out on committee meetings
	Ongoing review and update of secondary indicators and representations in Dashboard	<ul style="list-style-type: none"> Secondary data indicators reviewed and updated on an ongoing basis Ongoing data collection Representations of secondary data indicators updated in Dashboard
	Maintain indicator database	<ul style="list-style-type: none"> Database functionality including proper data storage and management Data updated in database
	Maintain web-based dashboard interface	<ul style="list-style-type: none"> Functional web interface for dashboard based on agreed upon specifications
Secondary Data Analysis	Analysis of secondary data captured in the Dashboard	<ul style="list-style-type: none"> Conduct ongoing analysis of the secondary indicators, including trends and performance Develop analysis reports and integrate in Dashboard Provide consultation to City/County regarding results of analysis
Primary Data Consultation	Analysis and consultation regarding primary data needs	<ul style="list-style-type: none"> Analysis and consultation regarding the need for and feasibility of collecting data not available from secondary data sources

Progress Monitoring Schedule and Adaptation Considerations

In addition to ongoing and regular communication with City, County and HMUW, the contracted provider will attend at least one monthly BID project meeting. It is understood that project services will be informed by emergent learning and may require adjustments during the contracted period.

Supporting Research and Resources

Collective Impact and Funder Collaborative Backbones-Background Research

<https://collectiveimpactforum.org/resources/investing-change-funding-collective-impact-efforts>

<http://www.sherbrookeconsulting.com/products/TOAC.pdf>

<http://www.strivetogether.org/sites/default/files/images/Strive%20Theory%20of%20Action%20with%20Overview.pdf>

<http://www.bridgespan.org/getattachment/efdc40ca-aa41-4fb5-8960-34eb504eaf9a/Needle-Moving-Community-Collaborative-s-A-Promisin.aspx>

Community Indicator/Digital Data Dashboard- Background Research and Project Examples

http://www.communityindicators.net/system/medias/49/original/CIC_2007_Linkages_Final_Report.pdf?1273695674

<http://www.communityindicators.net/>

http://www.communityindicators.net/system/medias/621/original/C.Bottoms_Community_Dashboard_CIS12.pdf?1361299344

<http://www.swmocounts.org/index.php?module=Tiles&controller=index&action=display&alias=communityfocus>