

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and The Curators of the University of Missouri, on behalf of the MU Institute for Public Policy (hereinafter "MU IPP"), is hereby entered into as of the date of the last party to execute the Agreement (the "Effective Date").

WITNESSETH:

WHEREAS, the City, in partnership with the MU IPP, County of Boone, Missouri, and Heart of Missouri United Way, desires to purchase professional data consultation, analysis and data representation services;

NOW, THEREFORE, it is hereby agreed by and between the City and MU IPP as follows.

FUNDING ALLOCATION FOR SERVICES RENDERED BY MU IPP

1. **PURCHASE:** MU IPP agrees to furnish and City agrees to purchase the professional services outlined in the Scope of Work as Exhibit A to this agreement.

The total allowable compensation for the Program Services under this agreement shall not exceed \$13,250.00 per year.

2. **DURATION:** This Agreement shall be for a term of one year commencing on January 1, 2022 and ending on December 31, 2022; provided, however, that either party may terminate this agreement upon thirty (30) days written notice as set forth herein.

MU IPP agrees that the City may at its sole option and with agreement of the MU IPP renew this Agreement for four (4) consecutive one-year terms. Additionally, MU IPP agrees and understands that the City may require supplemental information to be submitted by MU IPP prior to any renewal of this Agreement.

3. **PAYMENT:** Payments under this agreement will be made as follows: At the conclusion of each six month period following the effective date of this agreement, MU IPP shall invoice City for payment of \$6,625.00 and City shall make payment within thirty (30) days following invoice. Should the Agreement be terminated prior to the end of a full six month period, the amount due and invoiced shall be prorated so payment will only be due for the period in which services were provided.
4. **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 MU IPP that such funds are no longer available for such purposes.

MODIFICATION

5. **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.

OTHER TERMS OF THIS AGREEMENT

6. **ADMINISTRATION:** The parties agree to the following provisions:
 - a. The administration of the Boone Indicators Dashboard project will be overseen by designees of the City, County of Boone, and the Heart of Missouri United Way.
 - b. The Boone Indicators Dashboard and the content thereof shall remain in the public. The MU IPP shall facilitate an orderly transition of the Dashboard and its contents to City, County of Boone, and Heart of Missouri United Way at the time of contract termination. This clause shall not be construed, however, as preventing the MU IPP from using the work product for research by the University of Missouri in publications or other contexts.
7. **INDEMNIFICATION:** To the extent permitted by Missouri law, and without waiving sovereign immunity, MU IPP 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 MU IPP in the course of the operation of this agreement. It is the responsibility of the MU IPP to identify and maintain insurance or self-funded coverage which shall meet the MU IPP's obligation to indemnify the City as set out herein. This provision shall survive any termination of the Agreement.
8. **DISCRIMINATION:** MU IPP 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, state, and local 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), or any other legally protected category.
9. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** MU IPP 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 for the award of this Agreement the MU IPP 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 MU IPP 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. MU IPP shall require each sub-contractor to affirmatively state in its Agreement with MU IPP 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. MU IPP shall also require each sub-contractor to provide MU IPP 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:** MU IPP 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 MU IPP as set out herein.

11. RECORD RETENTION CLAUSE: MU IPP 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: MU IPP agrees that any conflict of interest between its board of directors and/or employees and the MU IPP or conflict of interest between MU IPP, its board of directors and/or employees and the City, shall be appropriately identified and managed. Missouri law, as this term is used herein, shall define "Conflict of Interest".
13. LITIGATION: MU IPP hereby certifies there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against MU IPP or any individual acting on MU IPP's behalf, including sub-contractors, which seek to enjoin or prohibit MU IPP from entering into this Agreement or performing its obligations under this Agreement.
14. SUBCONTRACTS: This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the MU IPP 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. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice. City shall pay MU IPP for services performed and non-cancelable obligations incurred by MU IPP up to the time of said termination prior to such written notification. MU IPP shall be required to submit all reports required by the Agreement for which MU IPP has received compensation within thirty (30) days following the effective date of said termination.
16. 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.
17. COUNTERPARTS AND ELECTRONIC SIGNATURES: 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.
18. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Scope of Work

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager



Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 11004540-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

MU IPP:

By: Michelle L. Leaton

Printed Name: Michelle L. Leaton

Title: Pre-Award Manager

Date: 12/02/2021

ATTEST:

By: Hannah Clampitt

Name/Title: Hannah Clampitt, Pre Award Manager



Boone Indicators Dashboard 2022 Scope of Work

Background

The purpose of this document is to outline the scope of work for the Boone Indicators Dashboard (BID), a joint project of the Curators of University of Missouri, on behalf of the Missouri Institute of Public Policy (MU-IPP) and the City of Columbia, on behalf of its Columbia/Boone County Department of Public Health and Human Services (City), County of Boone on behalf of its Boone County Community Services Department (County), and Heart of Missouri United Way (HMUW).

Project Services

The current implementation of BID, including the associated database, web interface, and website (<http://booneindicators.org>), will be utilized in performing the services contemplated herein.

Service	Activities	Outputs
Boone Indicators Dashboard Maintenance	Coordination	<ul style="list-style-type: none"> Provide overall project coordination Organize, host, and facilitate monthly project meetings
	Consultation	<ul style="list-style-type: none"> Provide consultation regarding the selection and use of data indicators
	Ongoing review and update of data indicators and representations in dashboard	<ul style="list-style-type: none"> Data indicators reviewed and updated on an ongoing basis Representations of data indicators updated (graphs will be static for maximum quality) Representations of data indicators will display margins of error for relevant indicators
	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

Project Budget

Project costs will be shared equally by the four project partners, resulting in an estimated annual cost of \$13,250.00 per partner. The City, County, and HMUW will enter professional service agreements with MU-IPP for the project services. MU-IPP's portion of the shared costs will be provided in-kind.

Project Period

The project service period is anticipated to be January 1 – December 31, 2022, with the option to renew the agreement for project services for four (4), one (1) year terms.