AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND BOYS AND GIRLS CLUBS OF THE COLUMBIA AREA

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Boys and Girls Clubs of the Columbia Area, a nonprofit corporation organized in the State of Missouri (hereinafter "Agency"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Agency are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties recognize the community's need for youth programs and services, especially services directed at eighth, ninth, and tenth grade students at risk youth;

WHEREAS, Agency serves the Columbia community by working with youth to help young people reach their full potential as productive, caring and responsible citizens;

WHEREAS, Agency has a lease for the use of the land within the City of Columbia and will be constructing an addition to its facility on the land; and

WHEREAS, City has a need for the use of a gymnasium for youth sports programs and for other recreational and educational activities of City (hereinafter "City Programs");

WHEREAS, Agency has raised funds for the construction of an addition to their facility (hereinafter "Facility") and is in need of additional funds for the construction in order to provide youth services to more youths in the City of Columbia.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Purpose and Scope.

The purpose of this Agreement shall be to clearly identify the roles and responsibilities of each of the Parties as they relate to the use of the Facility and Property by City for City Programs and that relate to the expanded services to be provided by the Agency to at risk youth in the city limits of Columbia, Missouri.

2. Obligations of the Parties.

City agrees to provide Agency a grant of five hundred thousand dollars (\$500,000.00). Three hundred thousand dollars (\$300,000.00) of the grant shall be used for the construction of an addition to 1200 North Seventh Street which includes a gymnasium consisting of two full size basketball courts, scoreboards, and bleachers at the Boys and Girls Club Property, which will be located at 708 Business Loop 70, Columbia MO, Columbia, Missouri, 65201 (hereinafter "Property"). Funding shall be provided in the form of a grant, subject to the requirements contained herein. Property shall be improved and Agency will allow City to use the gymnasium, related facilities and equipment, sidewalks, entry ways, and parking lot for youth sports programs and other parks and recreation and educational programs or events as set forth herein (hereinafter "City Programs"). Unless delayed by weather, Agency shall complete construction of the Facility on or before December 1, 2017. Unless otherwise agreed to in writing by the Parties, Agency

shall construct the addition in accordance with Agency's plans and specifications contained in Exhibit B in the time frame set forth herein. Should progress on this Facility fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of Agency to complete the construction of the Facility may be reviewed by the City Council, and subject to termination without reimbursement of expenditures.

The remaining two hundred thousand dollars (\$200,000.00) of the grant shall be used to provide expanded programming services to the Youth in the community (hereinafter "Expanded Programming").

- a. Expanded Programming shall consist of the following additional programming which is described herein and in Exhibit A. Agency shall provide eighteen thousand and eighteen (18,018) units (with each unit being one (1) hour of youth development programming for one (1) youth) at a rate of five dollars and fifty-five cents (\$5.55) per unit for the Career/Employment Skills Youth Development Program and Agency shall provide ten thousand (10,000) units (with each unit being one (1) hour of youth development programming for one (1) youth) at a rate of ten dollars (\$10.00) per unit for the after school academic support, college readiness services, and youth case management services.
- b. Agency shall provide Expanded Programming Services to eighth, ninth, and tenth grade residents of the City of Columbia, with a preference to at risk youth living within the City's three strategic plan areas and to youth identified by the Columbia Public Schools or the City for participation in the Community Scholars Program, the AVID program, the MAC program, CARE program, or otherwise in need of the Expanded Programming services. Agency shall not charge the youth or their family for participation in the Expanded Programming.
- Agency shall provide these Expanded Programming services until all Expanded Programming funds have been expended. It is anticipated by the Parties that the funds will be expended over a two year period. Agency shall submit to and maintain with the City current versions of the following required documents of the contracted entity: IRS Tax Exempt Status Determination letter; documentation from the Missouri Secretary of State indicating the entity is registered as a corporation in good standing; most recent completed IRS 990 or 990EZ; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; organizational chart; board of directors roster; if applicable, an ADA plan of accommodation and a transition plan. Agency shall permit the City or its designee(s) to monitor, survey and inspect the Agency's services, facilities and records to determine compliance and performance with the Agreement. In addition, Agency shall make available to the City or its designee all records, facilities and personnel for auditing, inspection, and interviewing to determine the status of contracted services, the expenditure of City funds, and for all other matters set forth in this Agreement. Agency shall be responsible for all funds made available to Agency by this Agreement. Agency shall reimburse to the City any funds expended in violation of City, State or Federal law or in violation of this Agreement. Agency shall annually submit to the City a report of Expanded Programming services provided until all Expanding Programming has been completed. Within ninety (90) days of completion of all Expanded Programming services, Agency shall provide a final report to the City.

3. City's Use of Facility.

- a. Youth Sports. Each year during the term of this Agreement, City may use the Facility for the purpose of the youth and teen sports programs (including practices and games) at no additional charge to City except as set forth herein. City shall not schedule the Facility for adult leagues or adult tournaments. For scheduled practices only, the Parties agree that the gymnasium space may be shared pursuant to a practice schedule approved by both Parties. No later than September 15th of each year, City shall provide to Agency a written notice of City's proposed schedule for use of the Facility for youth and teen sports programs. Agency shall respond no later than September 30th of each year with either an approval of the schedule or a proposed modification. Unless the Parties agree in writing otherwise, the Parties shall agree in writing to the schedule for the upcoming year no later than October 15th of each year. Additional use of the facility for youth and teen sports programs (practices and games) not scheduled by October 15th of each year requires no less than ten (10) days written notice.
- b. Other City recreational and educational programming and tournaments. Should City desire to hold a special event or tournament (hereinafter "Special Event") at the Facility, City shall provide sixty (60) days prior written notice to Agency unless the Parties agree otherwise. City shall be allowed to schedule and use the Facility and parking lot for up to three Special Events per year at no additional cost except as set forth herein. Should the Parties agree to schedule more than three Special Events per year at the Facility, City shall pay Agency's standard Facility rental rate.
- c. Facility Rules. The Parties shall review Agency's Rules of the Facility each year. Agency shall provide the Rules to City no later than sixty (60) days prior to the start of each calendar year.
- d. Agency shall retain the right to allow and approve use of the Facility by others during those times when City is not scheduled to use the Facility. City's use of the Facility is limited to those dates and times City has scheduled with Agency for the use of the Facility. City's use of the Facility shall not interfere with Agency's use of the Facility. In the event City's use does interfere with Agency's use of the Facility, Agency shall give City written notice of such interference and City shall have thirty (30) days from the date of such notice to end any such interference. Agency's obligation to give City notice of the interference and an opportunity to end the interference shall not preclude Agency from taking those steps it deems necessary to protect its operation from further interference. Failure of City to end the interference within thirty (30) days may be considered by Agency as a breach of the Agreement by City.
- e. Staffing. Agency shall provide one staff person during City's Youth Sports Program activities and Special Events that are held at the Facility. In addition to the grant amount provided pursuant to this Agreement, Agency shall invoice the City for the costs associated with the Agency's staff for the City's Youth Sports Program and for the City's Special Events which are held at the Facility. Should Agency determine more than one staff person is necessary to provide staffing for a particular event or program, Agency shall notify City in writing prior to the date of the event. City may opt to provide additional staffing at its own expense without utilizing the additional staffing proposed by Agency.

4. Property.

- a. Agency shall maintain a valid lease for the use of the property for a period of not less than fifteen (15) years. Agency shall conduct its activities, operations and construction of the Facility in compliance with Agency's lease agreement. Agency shall obtain and keep at Agency's own expense sufficient insurance to cover losses and claims associated with damages to, or partial or complete destruction of the Property.
- b. Agency shall be responsible for maintaining the Property and for janitorial, staffing, maintenance, and snow removal on the Property.
- c. Agency shall notify City in writing within twenty (20) business days of any changes to, modifications of, amendments to, or termination of its lease agreement for the Property. Should the lease agreement be changed, modified, terminated or amended, Agency shall provide City within three (3) business days any documents requested by the City related to Agency's lease of the property.

5. Payments.

- a. No payments shall be made by City to Agency until Agency has provided proof to City that Agency has paid one million dollars (\$1,000,000.00) out of Agency's funds for the construction of the Facility.
- b. Upon presentation of proper documentation by Agency to City as set forth in section 5(a), City shall provide Agency three hundred thousand dollars (\$300,000.00) for the costs of construction, design and inspection services for the construction of the Facility and two hundred thousand dollars (\$200,000.00) grant for the Expanded Programming.
- 6. <u>City Recognition.</u> Agency shall ensure recognition of the role of the City of Columbia for funding in providing services through this Agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
- 7. Records and Reports. Agency shall retain all records and reports pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever occurs later. All records shall be made available to City for inspection upon request.

8. Other Provisions.

- a. Agency agrees that City may suspend or terminate this Agreement should Agency materially fail to comply with any of the terms of this Agreement.
- b. Agency shall not permit or allow any nuisance to be established or maintained on the above-described property and any funds expended by City in abating any nuisance in accordance with applicable ordinances may be drawn by City out of the funding provided under this Agreement and such drawn out funds shall not be available to Agency for reimbursement under this Agreement.
- c. Any amendment to this Agreement must be in writing and must be executed by City and Agency. Oral modifications or amendments of this Agreement shall be of no force or effect.

- d. This Agreement may not be transferred or assigned to any other party without the express approval of the Columbia City Council, which such consent may be granted or withheld in sole discretion of the City Council.
- 9. Compliance. Upon finding that Agency materially failed to comply with any term of this Agreement, Agency shall cease expenditure or obligation of any funds provided to Agency under this Agreement and any remaining unexpended grant funds on hand at the time of such finding shall be transferred to the City of Columbia upon request by City.
- 10. Reversion of Assets. Upon expiration or termination of this Agreement, Agency must transfer to City any remaining unexpended grant funds from City on hand at the time of expiration and any accounts receivable attributable to the use of these funds.
- 11. Term. This Agreement shall commence on the Effective Date and shall continue for a period of fifteen (15) years (hereinafter "Term").
- 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 contract document, 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. Agency shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to Section 285.530 RSMo.
- 14. Nondiscrimination. During the performance of this Agreement, Agency shall not discriminate in the provision of services pursuant to this Agreement against any person because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.
- 15. Americans with Disabilities Act. Agency shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Agency shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
- 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:

If to Agency:

City of Columbia

Boys and Girls Clubs of the Columbia Area

ATTN: City Manager P.O. Box 6015

Attn: Valorie Livingston 1200 North Seventh Street

Columbia, MO 65201

Columbia, MO 65205-6015

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.

- 17. <u>Insurance</u>. Agency shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Agency is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Agency under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.
 - a. Workers' Compensation & Employers Liability. Agency shall maintain Workers' Compensation in accordance with Missouri Revised Statutes with the following minimum limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
 - b. Commercial General Liability. Agency shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
 - c. Business Auto Liability. Agency shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Agency does not own automobiles, Agency agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - d. Agency may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Agency agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability.
 - e. The City of Columbia and EE, L.L.C. are to be Additional Insured with respect to the times and dates when the facility is being used by the City or when Expanded Programming services are being provided pursuant to the grant. The City of Columbia shall also list Agency and EE L.L.C. as Additional Insured with respect to the times and dates when the facility is being used by the City. A certificate of insurance evidencing all coverage required shall be provided prior to payment of the grant. Agency is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
 - f. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Agency fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate the Agreement without notice.
 - h. The insurance required by the provisions of this article is required in the public interest

and City does not assume any liability for acts of Agency and/or their employees and/or their subcontractors in the performance of this Agreement.

- 18. 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.
- 19. <u>Agreement Documents.</u> This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	<u>Description</u>
A	Expanded Programming Services to be provided by Agency
В	Agency's construction plans and specifications for the Addition

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement 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	/ -	
which it is to be charg	ged, Acc	ment is within the purpose of the appropriation to count No. 11000510-504990, and that there is an dit of such appropriation sufficient to pay therefor.
		Michele Nix, Director of Finance
		BOYS AND GIRLS CLUBS OF THE COLUMBIA AREA
		Name and Title: Jennifer Bach, Board Chair
ATTEST:		Date: 8 9 17
	e:	
Name and Title:		

Exhibit A

Expanded Programming Services to be provided by Agency

Boys & Girls Clubs of Columbia

These programs align with the City's Strategic Priorities:

Economy and Social Equity

This program will include Career exploration research, job search skills, guest speakers, and tours of businesses.

Students will also receive academic requirements, career/job requirements, and an opportunity for Q & A of each career field from someone in that field.

Students will learn and role play job applications and interview skills, dress code, and etiquette.

We will invite speakers in from minority owned businesses and specific trades to demonstrate opportunities of earning a strong living wage. Mentoring, Job shadowing, and training opportunities will round out the program.

As a non-for-profit we also have the unique opportunity of corporate partnerships that can also provide support and

that could possibly lead to employment opportunities.

We will address all barriers of participation to deliver program services.

Expan. Construction

Programs

\$ 300,000.00 \$

200,000.00

Career/Employment Skills

Targeting 8th, 9th, and 10th grade youth

Outcome:

200 youth will demonstrate increased knowledge of career opportunities and employment skills

Indicator:

Particiption in career tours and employment skill classes

Method of Measurement:

Number of hours spent participating in career and employment activities is tracked through attendance records that document activities per youth

2 years

\$ 100,000.00

Unit of Service

\$/200=\$500/90hrs=

\$5.55 18,018 units of programming

This funding will cover all costs of staffing, fees, transportation, and supplies.

We are in a unique position to be the catalyst for the Community Scholars Program. We target to serve the kids that need us most and will be able to refer youth and already partner with Columbia Public

schools to identify, support, and encourage students.

We can offer wrap around program support in our afterschool, summer, and weekend programs to build strong relationships and

Mentor these youth to keep them on track.

We will take each youth on college tours to trade schools, community colleges, HBC colleges, and universities to understand their choices of post secondary education and how to acquire scholarships and financial aid.

We will also reach out to CPS programs such as AVID and MAC Scholar to partner and refer youth from Oakland/Lange/Battle/Hickman.

We will address all barriers of participation to deliver program services.

Community Scholars Program- School Year Enrichment Support

Targeting 8th, 9th, and 10th grade youth

Outcome:

100 youth will demonstrate increased knowledge of college opportunities and scholarships

Indicator:

Particiption in college tours and classes

Method of Measurement:

Number of hours spent participating in collegiate activities is tracked through attendance records that document activities per youth

2 years

\$ 100,000.00

Unit of Service

\$/100=\$1000/100hrs= \$ 10.00 10,000 units

This funding will cover all costs of staffing, fees, transportation, and supplies.

After school academic support and youth case management will be provided at the \$10.00/unit rate.

Boys & Girls Clubs of Columbia

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2 years \$ 100,000.00

Unit of Service \$/100=\$1000/100hrs= \$ 10.00 10,000 units

This funding will cover all costs of staffing, fees, transportation, and supplies.

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The Boys & Girls Club targets to serve the kids who need us most "at-risk", which are typically from single parent households, lower income, minority, and lack positive male adult role models. Our Mission: is to enable all young people, especially those who need us most, to reach their full potential as producive, caring, and responsible citizens.

BGCA's Formula for Impact





GREAT FUTURES START HERE.

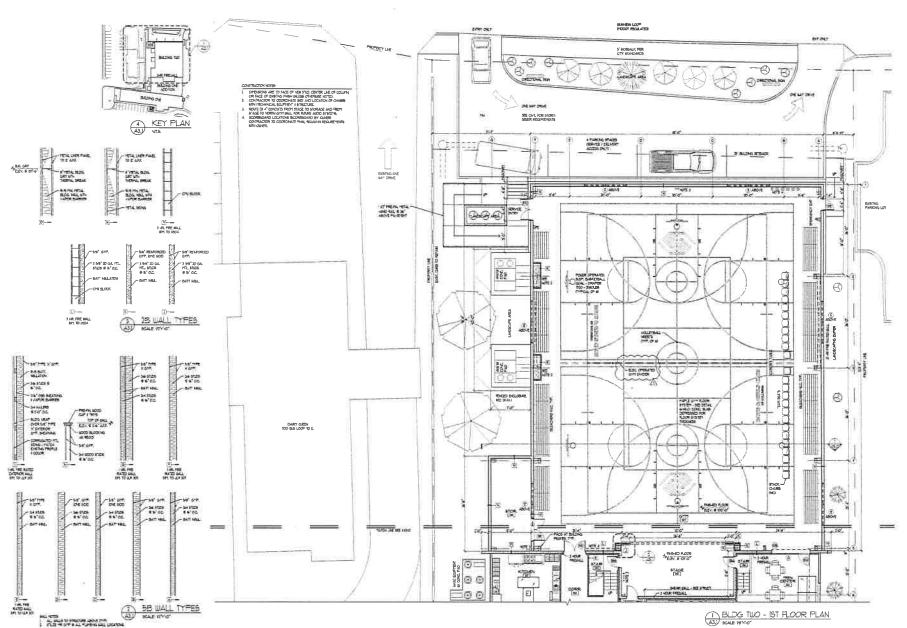
The BGC fits into the Tier 3 intervetion with wrap-around support throughout the school year and summer. We have an ideal location across from Hickman High School and in the 1st Ward to remove participation barriers.

The BGC addresses student concerns of poor attendance, academic failure, negative behavior and mental health concerns with identified programs and mentors.

The BGC has created an extended learning environment that focuses on Academic Success, Good Character, and Healthy Lifestyles which also includes a Mental Health inhouse program to provide counseling.

Exhibit B

Agency's construction plans and specifications for the Addition





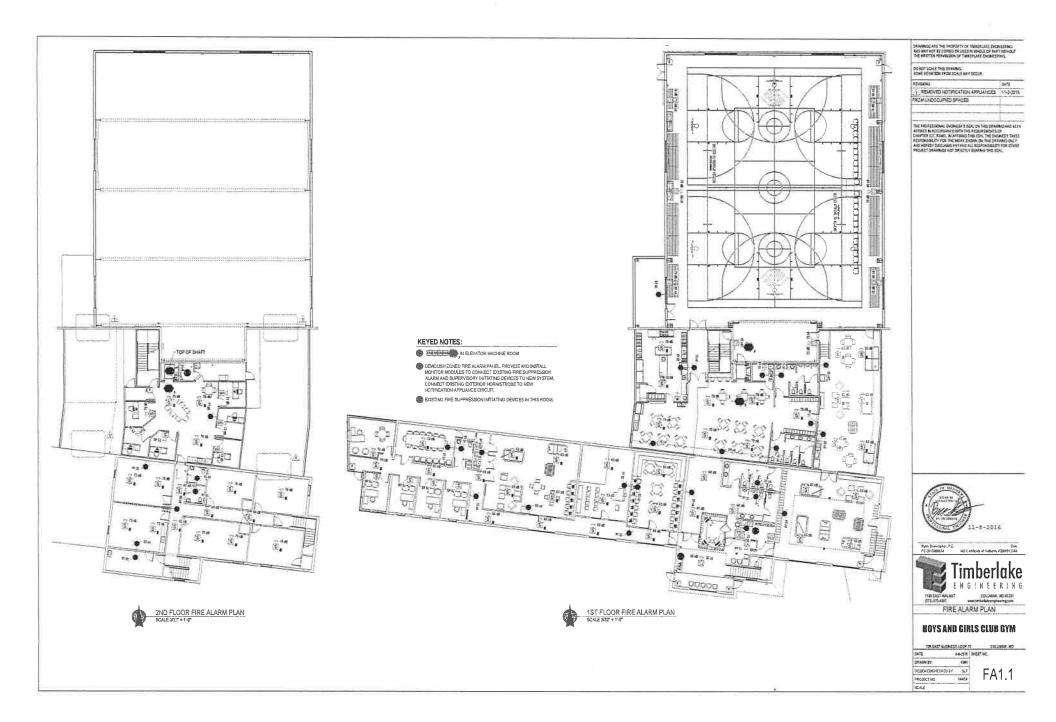
SIMON ASSOCIATES INC. RECUEDODS ARCHITECTURE EXCELLENCES INVESTIGATION CONTRACTOR C

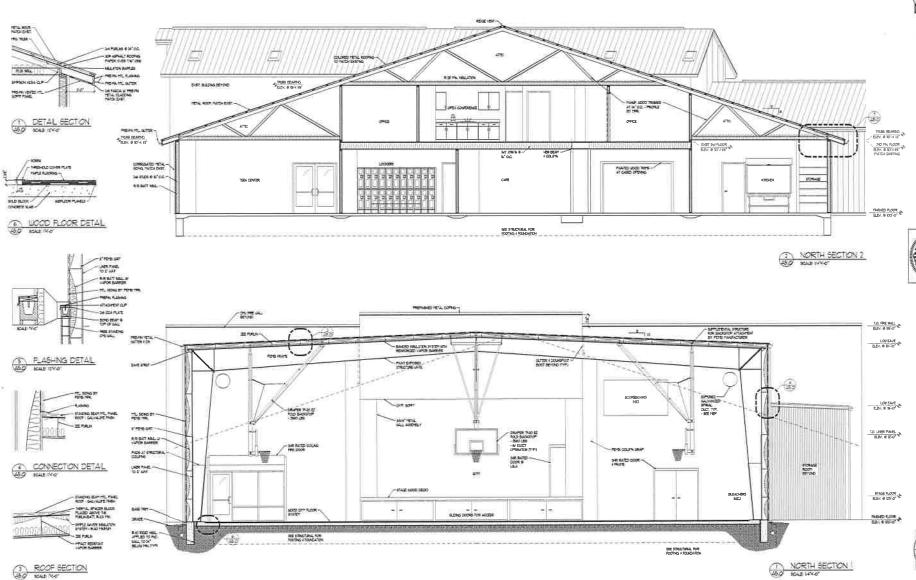


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ASSOCIATES INC.
ARCHITECTURE ECOCOCOUNT

SIMON

BOYS & GIRLS CLUB GYM NECOCICIONAL STREET

