

**AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND THE
CENTRAL MISSOURI FOSTER CARE & ADOPTION ASSOCIATION**

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Central Missouri Foster Care & Adoption Association, a nonprofit corporation organized in the State of Missouri (hereinafter "Organization"). City and Organization are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City owns and operates the Activity and Recreation Center (ARC) located at 1701 Wash Street in Columbia, Missouri that features meeting rooms, a large indoor leisure pool, gymnasium, indoor track and cardio/strength training zones;

WHEREAS, the City offers respite events at the ARC for community organizations to provide recreation services for the organization's members;

WHEREAS, Organization is a Missouri nonprofit corporation that serves as a resource center for foster and adoptive families;

WHEREAS, the Parties desire to work together to provide Organization with four respite events annually at the ARC for youth who are currently in foster care or adopted and kinship/guardianship homes that Organization serves.

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. **Organization's Responsibilities.** Organization shall have the following responsibilities:
 - a. For each respite event, Organization shall provide an additional 5-10 volunteers depending on the number of participants, including both male and female volunteers for adequate supervision in locker room facilities. A minimum 1:5 ratio of adults to youth shall be maintained at all times.
 - b. Organization shall be responsible for dispensing all medications, as well as providing diaper changing and sanitary product needs.
 - c. Organization shall submit a list of enrolled respite event participants to the City's Designated Representative at least one week prior to the scheduled

respite event date. The list shall include the participant's name, age and emergency contact information.

d. Organization shall submit a list of all volunteers at least one week prior to the scheduled respite event date and shall include a photo identification of each volunteer. Organization shall conduct background checks on all volunteers.

e. Organization shall not engage in any conduct which jeopardizes or causes it to forfeit or voluntarily release its 501(c)(3) status. Organization shall remain in good standing with the Missouri Secretary of State.

2. City's Responsibilities. City shall have the following responsibilities:

a. City shall provide use of the ARC to Organization for four themed respite events annually for youth who are currently in foster care or adopted and for kinship/guardianship homes that Organization serves. Each respite event may have a maximum of 50 participants.

i. For the 2026 calendar year, these events will be scheduled from 5:00 pm to 9:00 pm on the following dates: January 23, April 24, September 11 and November 13.

ii. For any future calendar years during which this Agreement is in place, Parties will work collaboratively to schedule the four events, all of which will be held on a Friday night from 5:00 pm to 9:00 pm.

b. City will provide the following staff for each respite event: one Recreational Supervisor/Specialist, one Recreational Worker, and, if the particular respite event will be utilizing the natatorium, certified lifeguard staff.

c. City will provide a theme for each event and will provide a copy of the themes and corresponding event date to Organization for approval. The respite event activities may include organized games in the gymnasium, art and crafts, swimming and physical activities.

d. City will provide a light meal, such as pizza or sandwich, fruit and a drink. Any patrons with special dietary needs may need to bring their own meal.

e. Children ages 0-3 may be entertained in the ARC's Kid Zone, child care area.

3. Fees. Organization shall pay fees as indicated herein.

a. For the initial term, respite event fees are set at \$16 per participant, per hour. For any renewal term, City reserves the right to update the fees by providing written notice to the Organization of the fee change 45 days prior to the end of the then current term.

b. Following each respite event, Organization shall provide City with a sign-in/sign-out sheet. City will invoice Organization in units of 15-minute increments, with a minimum of two hours per participant.

c. City shall invoice Organization after each respite event. All fees shall be paid within fifteen business days following receipt of the invoice.

4. Term

a. Initial Term. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until December 31, 2026.

b. Renewal Term(s). Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless either Party provides written notice of non-renewal no later than thirty days prior to the end of the then current term.

5. Termination For Default

a. Events of Default. A Party shall be considered in Default of this Agreement upon:

(1) 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;

(2) 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;

(3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;

(4) 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.

b. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

6. Termination For Convenience. With thirty (30) days written notice, either Party may terminate this Agreement for convenience.

7. Termination By Mutual Agreement. This Agreement may be terminated at any time upon mutual agreement by both Parties.

8. Force Majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.

9. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Organization 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 Organization, of any contractor or subcontractor (meaning anyone, including but not limited to consultants having a contract with Organization or a subcontractor for part of the services), of anyone directly or indirectly employed by Organization or by any subcontractor, or of anyone for whose acts the Organization or its subcontractor may be liable including volunteers, in connection with providing these services. This provision does not, however, require Organization to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

10. Insurance. Organization, at its sole expense, shall obtain and keep in force liability insurance to cover Organization's activities in an amount not less than the State of Missouri's sovereign immunity limits, adjusted annually pursuant to Section 537.610 RSMo on a per occurrence basis for both personal injury or death and property damage, naming the City of Columbia as an additional insured. Organization shall provide City with proof of such Insurance and a copy of the policy upon request.

11. 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.

12. Designated Representatives

a. The City hereby designates its Director of Parks and Recreation and Nicole Cox, Recreation and Community Programs Superintendent, as its Designated Representative for purposes of this Agreement.

b. Organization hereby designates Sonja Clutchfield as its Designated Representative for purposes of this Agreement.

13. 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
Parks and Recreation Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to Organization:
Central Missouri Foster Care & Adoption Association
1704 Christy Court
Jefferson City, MO 65101
ATTN: Sonya Crutchfield

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.

14. Record Retention; and Access to Records.

a. Organization shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of at least five (5) years from the date of the final payment by the City. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, Organization shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later. If City is subject to any litigation, claim, negotiation, audit, or other action involving the records, the City will notify the Organization in writing to extend the Organization's retention period.

b. Inspection By City Representatives. The authorized representatives and agents of the City of Columbia shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

15. 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.

16. **No Third Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

17. **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.

18. **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.

19. **General Laws.** Organization shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

20. **Americans with Disabilities Act.** Organization shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves Organization providing services directly to the public, Organization 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.

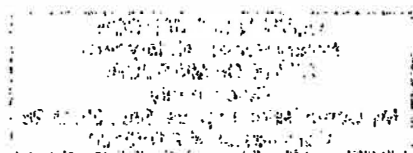
21. **Sunshine Law.** City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Organization shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Organization shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services. Organization shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Organization's business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

22. **Nature of City's Obligations.** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

23. **Electronic Signature.** 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.

24. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between Organization and City relative to the partnership described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the partnership described herein are superseded.

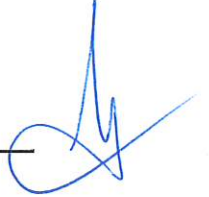
{Signatures on following page}



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

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager
Date: _____



ATTEST:

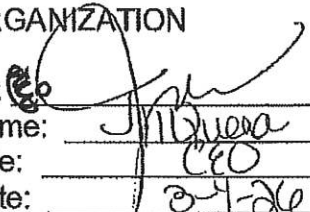
Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/bt

ORGANIZATION

By: _____
Name: _____
Title: _____
Date: _____



ATTEST:

Olivia Clementich
Name: _____

