

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 196-11

**AN ORDINANCE**

authorizing a cooperative agreement with Boone County Family Resources for additional funding for the Park and Recreation Department's Adapted Community Recreation Program; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a cooperative agreement with Boone County Family Resources for additional funding for the Park and Recreation Department's Adapted Community Recreation Program. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## COOPERATIVE AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Board of Directors of Boone County Family Resources (hereinafter referred to as "Agency") and the City of Columbia, Department of Parks & Recreation (hereinafter referred to as "City").

### **I. BACKGROUND AND PURPOSE OF AGREEMENT**

- A. Boone County Family Resources, 1209 East Walnut, Columbia, Missouri 65201, is a statutory organization existing under the provisions of sections 205.968 to 205.972 RSMO, and is authorized to contract under section 205.968.1 RSMO, for any and all types of services necessary to the successful and efficient prosecution and continuation of the business and purposes for which it is created as a part of a program designed to enable eligible persons to progress toward normal living and to develop, as far as possible, their capacity, performance and relationship with other persons.
- B. The City of Columbia, Department of Parks & Recreation, 1 South Seventh Street, Columbia, Missouri 65201, is a department of city government authorized to provide services for eligible residents.
- C. The parties desire to jointly fund a recreational and activity program for persons with developmental disabilities and for this purpose are entering into this Cooperative Agreement.

### **II. Services**

- A. The City currently offers a program named "Adapted Community Recreation" and agrees to continue to restructure the program to broaden the opportunity for community involvement.
- B. To assure that eligible residents are aware of the services available to them, the Parties agree to distribute information about the program and its services to potentially eligible residents of the City and clients of the Agency.
- C. The Agency agrees to refer potentially eligible clients of the Agency who may benefit from the services offered to the City's program.
- D. The City shall work with the Columbia Housing Authority to arrange for the delivery of services on site at Paquin Towers and will identify other sites within the community for the provision of services to broaden the opportunity for community participation.
- E. The City shall work with Services for Independent Living, a community-based provider of services, to arrange for the transportation needs of eligible residents who wish to participate in the programs and activities and are in need of assistance with transportation to the locations.
- F. The City agrees to solicit user and resident input as to the types of services and activities that are of interest and offer programs that are of interest to potential users of the services and activities. The City shall be flexible in the design of its offerings.

### **III. Funding**

- a. The City shall retain all administrative responsibilities with respect to the program and related services and activities.
- b. The Parties shall jointly fund the total program cost with Agency agreeing to share in the cost. The Agency agrees to fund program costs in an amount not to exceed

\$16,000 for 12 months. The Agency shall remit such sum to the City of Columbia in twelve equal monthly installments of \$1,333.33, said payment to be made on or about the 10<sup>th</sup> of each month. City shall provide to Agency a monthly participation report.

- c. The City agrees to pay the balance of the total program cost, subject to its right to charge a user fee for services.

IV. **Administration**

- a. A participation for purposes of this Agreement is hereby defined to be one person participating in one activity.
- b. The City shall maintain appropriate records of participation including the numbers of participations by activity and date, and a copy of same will be filed monthly with Agency for purpose of evaluation of utilization.
- c. The City shall have sole responsibility for development of a marketing plan, although the Agency shall assist in distribution of materials provided by the City to potentially eligible clients of the Agency.
- d. The City shall retain the right to charge users a fee for the activities and services.

V. **Assessment**

- a. The Parties shall conduct an assessment of the program at the end of one year to evaluate the benefit of the program to participants. Measures of the benefit of the program shall include but not be limited to the following:
  - i. Participant/user satisfaction as measured by participant input and feedback;
  - ii. The number of participations by activity;
  - iii. The number of participants of the Agency;
  - iv. The number of participants who participate in more than one activity.

VI. **Confidentiality**

- a. The Agency is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and HIPAA regulations set forth at 45 CFR 142 and 160-164 law. As a covered entity, the Agency may only disclose information regarding the participant's eligibility and receipt of services from the Agency if the participant executes an Authorization for the release of such information. If clients/participants elect not to execute an Authorization for the disclosure of such information, the Agency will not identify clients of the Agency to the City. The Parties understand that this may limit the identification of clients of the Agency who receive services through this program.

VII. **Termination**

- a. This agreement shall be effective on July 1, 2011 and shall continue in effect until June 30, 2012 unless sooner terminated by either Party to this Agreement for any reason by giving written notice to the other Party at least 30 days prior to date of termination.

VIII. **Assignment and Amendment**

- a. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties, and shall not be modified or otherwise amended except upon written instrument executed with the same formality as this Agreement.

IX. **Authority of Signatories**

- a. The persons who sign this agreement on behalf of their respective entities affirmatively represent that they are authorized to enter into this agreement by the

respective entity which they represent, and to bind such entity to all terms and conditions contained herein, and that they have obtained all necessary authority required to lawfully enter into this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their authorized signatories on the day and year first above-written.

Boone County Family Services

City of Columbia, Department of Parks & Recreation

By \_\_\_\_\_  
Chairperson, Board of Directors

By \_\_\_\_\_  
City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Fred Boeckmann, City Counselor

Source:  
Mike Hood *MH*

FISCAL and VISION NOTES:

Agenda Item No. \_\_\_\_\_

**TO: City Council**  
**FROM: Mike Hood** *MM*  
**DATE: July 1, 2011**  
**RE: Agreement Renewal with Boone County Family Resources – Adapted Recreation Program**

**EXECUTIVE SUMMARY:**

Boone County Family Resources (BCFR) and the Adapted Recreation Program located at Paquin Tower have been working together this past fiscal year to increase program awareness and participation from BCFR clients as well as community members. This past year was a success.

This partnership was established during the FY2010 budget process. A cooperative agreement was outlined by both parties. BCFR provided \$16,000 in financial support. In return, the City restructured the Adapted Recreation Program to broaden the opportunity for community wide participation. BCFR would like to renew the agreement for an additional year (July 2011-June 2012). The new agreement will coincide with BCFR's fiscal year.

**DISCUSSION:**

The Parks and Recreation Department has received a proposal from Boone County Family Resources (BCFR) to continue the agreement to provide supplemental funding for the recreation program currently being offered at the Paquin Towers residential facility. BCFR is proposing to provide \$16,000 (monthly billed - \$1,333.33) of financial support. In return, the City will continue to work to insure that the program is recognized as being open and available to all citizens of the community, not just the residents of Paquin Towers.

A copy of the proposed agreement is attached for Council review. Key points included in the agreement are:

1. Both parties desire and agree to jointly fund a recreational and activity program for persons with disabilities.
2. The City agrees to broaden the opportunity for community involvement in the program.

|   |  |
|---|--|
| <b>City Fiscal Impact</b><br>Enter all that apply:  |  |
| \$0   | City's current net FY cost.                            |
| \$0   | Amount of Funds Already appropriated                   |
| \$0   | Amount of budget amendment needed                      |
| \$0   | Estimated 2 yr net costs:<br>One-time                  |
| \$32,000  | Operating / On-going                                   |
| <b>Program Impact:</b>  |  |
| N   | New program/ agency (Y/N)                              |
| N   | Duplicates/expands an existing program (Y/N)           |
| N   | Fiscal impact on any local political subdivision (Y/N) |
| <b>Resources Required:</b>  |  |
| N   | Requires add'l FTE personnel? (Y/N)                    |
| N   | Requires additional facilities? (Y/N)                  |
| N   | Requires additional capital equipment? (Y/N)           |
| <b>Mandates:</b>  |  |
| N   | Federal or state mandated? (Y/N)                       |
| <b>Vision Implementation Impact</b><br>Enter Below All That Applies:<br>Refer to Website: |  |
| Y   | Vision Impact? (Y/N or if N, go no further)            |
| 12.2  | Primary Vision, Strategy and/or Goal Item#             |
| Item #  | Secondary Vision, Strategy and/or Goal Item#           |
| Task #  | FY10/FY11/FY12 Implementation Task#                    |

3. Both parties agree to distribute information about the program to potentially eligible residents of the community and the clients of BCFR.
4. The City agrees to solicit user and resident input as to the services, activities and programs offered.
5. BCFR will provide \$16,000 of financial support. The City agrees to pay the balance of the total program cost subject to the City retaining the right to charge program/user fees.
6. The City will maintain appropriate records of participation and will provide BCFR with a monthly participation report. The report will document the number of participants in each program.
7. Both parties agree that at the end of agreement a formal assessment of the program and its benefits to the participants will be conducted. Any decisions to extend the agreement will be made following the assessment.

**FISCAL IMPACT:**

The proposed agreement will provide an additional \$16,000 in revenue for the Parks and Recreation Department. This revenue will be allocated to the Adapted Community Recreation program at Paquin Towers. The additional funding will assist with the implementation of recreational activities/programs at Paquin Towers.

**VISION IMPACT:**

The programs/activities developed with the additional funding address vision goal 12.2 which identifies the need for outstanding, exciting, and diverse recreational opportunities for the citizens of Columbia. Goal 12.2 also encourages the use of public and private partnerships to help meet those needs. The partnership outlined by the attached agreement reflects an increase in recreational opportunities for the residents of Paquin Towers, as well as other community members with disabilities.

**SUGGESTED COUNCIL ACTIONS:**

Approve the ordinance authorizing the City Manager to enter into the attached agreement with Boone County Family Resources.