AN ORDINANCE

authorizing the City Manager to execute a cooperative agreement with Boone County Family Resources for additional funding of the Park and Recreation Department’s C.A.R.E. 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 of the Park and Recreation Department’s C.A.R.E. Program. The form and content of the contract 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 ______________________, 2010.

ATTEST:

______________________________  ______________________________
City Clerk      Mayor and Presiding Officer

APPROVED AS TO FORM:

______________________________
City Counselor
COOPERATIVE AGREEMENT BETWEEN BOONE COUNTY FAMILY RESOURCES
AND CITY OF COLUMBIA PARKS & RECREATION CAREER AWARENESS
RELATED EXPERIENCE PROGRAM

THIS AGREEMENT is made and entered into this 1st day of July, 2010, by
and between Boone County Family Resources (hereinafter referred to as “BCFR”) and the City of
Columbia Department of Parks & Recreation Career Awareness Related Experience Program
(hereinafter referred to as “City/CARE”).

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

C. The City, through its Parks & Recreation Career Awareness Related Experience Program
(CARE) program, provides employment placement and mentoring services for students,
ages 16 – 19 years, who are at risk of unemployment or underemployment post graduation.
BCFR has clients who are likely to benefit from the employment placement and mentoring
services offered by the City/CARE. The City/CARE has agreed to broaden its program to
accommodate up to 10 students with developmental disabilities who are clients of BCFR
with funding provided by BCFR as set forth in this Agreement.

II. Agency Responsibilities

a. BCFR agrees to identify clients who may be potential City/CARE participants and refer
them to the City/CARE Director for consideration.

b. Clients referred shall:
   i. Be able to read/write on or above a 5th grade level;
   ii. Be able to communicate in an understandable way work-related questions, their
       unavailability to work, and requests for assistance;
   iii. Be at-risk of unemployment or underemployment because of a
       physical/emotional/mental health issue; and
   iv. Be at least 16 years old, and not over 19 years old.

c. BCFR staff will obtain an Authorization to Disclose Client Information form from
   clients or parent(s)/guardian(s) of BCFR clients referred to City/CARE so information
   relevant to work placement and level of employment support can be shared with
   City/CARE staff and potential employers.

d. BCFR Support Coordinators will be available to discuss/share information related to
   participant’s progress with the City/CARE employment mentor.

e. BCFR will reimburse City/CARE for costs associated with the services provided as set
   forth below.

f. BCFR staff will deliver/mail reimbursement checks to City/CARE office.
III. City/CARE Responsibilities

a. City/CARE will accept for participation in the program a maximum of 10 persons referred by BCFR. City/CARE staff will review applicant’s information and conduct interviews with those referred.

b. City/CARE staff will provide/process employment applications, provide/assist trainees with state/federal/I-9 tax related forms, conduct criminal background/employment history checks (background checks conducted on those students 17 and older), submit application packets to City of Columbia Human Resources Department for hire, provide City/CARE employment orientations, place youth in appropriate jobs, and provide mentoring services.

c. City/CARE Job Coach/Employment Mentor will meet with participants a minimum of once per week to enhance participant/trainee’s opportunity for success.

d. City/CARE Job Coach/Employment Mentor will deliver via fax, mail or hand delivery to BCFR support workers a weekly progress report for each participant that will include participant’s work attendance and general progress notes. (Progress reports will not be sent via electronic mail unless specifically authorized in writing by client or parent/guardian. BCFR shall inform City/CARE staff of those trainees whose progress reports may not be sent via electronic mail.)

e. City/CARE will dispense participant payroll checks at the City/CARE office and keep accurate records (signature required at pick-up).

f. City/CARE will invoice BCFR on a monthly basis for services provided. City/CARE will invoice BCFR for the Administrative Assistant and Job Coach/Employment Mentor based on the number of weeks of service provided each month during the term of this Agreement up to the maximum number of weeks and hourly rates as set forth below. City/CARE shall invoice BCFR for the cost of trainees based on the number of trainees and hours worked per week up to the maximum hourly rate of pay and maximum hours of work per week. The total figures stated below are not to exceed amounts based on the participation of ten students for the maximum number of hours as set forth below.

g. City/CARE will invoice BCFR at the end of each month for services provided the previous month, beginning with services provided October 2009 through and including June 2010. BCFR shall remit payment within 20 days of receipt of invoice that contains the required information.

III. Funding

<table>
<thead>
<tr>
<th>Position title/#</th>
<th>Number of Hours</th>
<th>Hourly pay rate</th>
<th>Total (Maximum Amounts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Assistant 1 position</td>
<td>1080 or 30 hours per week @ 36 Weeks</td>
<td>$11.00</td>
<td>$11,880.00</td>
</tr>
<tr>
<td>Job Coach/Employment Mentor 1 position</td>
<td>510 hours or 15 hours per week @ 34 hours</td>
<td>$9.25</td>
<td>$4,717.00</td>
</tr>
<tr>
<td>City/CARE Trainees Up to 10</td>
<td>300 hours or 15 hours per week @ 20 weeks</td>
<td>$7.25</td>
<td>$2,175.00 per trainee</td>
</tr>
<tr>
<td>Social Security, Insurance, Misc</td>
<td></td>
<td></td>
<td>$206.00 per trainee</td>
</tr>
<tr>
<td>Total Cost per trainee</td>
<td>$2,381.00</td>
<td>10 trainees</td>
<td>$23,810.00</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Maximum Potential</td>
<td></td>
<td></td>
<td>$40,407.00</td>
</tr>
<tr>
<td>Funding/Reimbursement</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IV. Administration

a. The City/CARE shall retain all administrative responsibilities with respect to the program and related services and activities.

b. BCFR shall fund costs as set forth above for the period July 1, 2010 through June 30, 2011, at which time the program shall be reevaluated.

c. The City/CARE agrees to pay any staffing and/or program cost in excess of the amount BCFR has agreed to pay pursuant to this Agreement.

V. Assessment

The Parties shall conduct an assessment of the program at the end of the term of this Agreement 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/family satisfaction as measured by participant input and feedback;

ii. The number of participants;

iii. The number and type of placements with employers;

iv. Employer feedback.

VI. Confidentiality

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/CARE. The Parties understand that this may limit the identification of clients of the Agency who receive services through this program.

VII. Termination

This agreement shall be effective on July 1, 2010 and shall continue in effect until June 30, 2011 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

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
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 Resources
By
Les Wagner, Executive Director

City of Columbia, Department of Parks & Recreation CARE
By
William Watkins, City Manager

ATTEST:

Associate Director, Robert Kaufman

City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor
**EXECUTIVE SUMMARY:**

Boone County Family Resources (BCFR) and the Parks and Recreation CARE program entered into an agreement on October 1, 2009 to initiate a program to provide staff and funding to support job training and placement of 10 youth with special needs. The original agreement ended at the end of their fiscal year (June 30, 2010). Based on the program success, BCFR wishes to continue this partnership. The agreement would run from July 1, 2010 through June 30, 2011.

BCFR has proposed a cooperative agreement with the City under which they would provide $40,407 in annual support for the program. In return, the City would add the program and work with BCFR staff to provide a positive employment experience for 10 youth with special needs.

**DISCUSSION:**

The Parks and Recreation Department has received a proposal from Boone County Family Resources (BCFR) to provide funding for an office assistant, job coach and funds to hire 10 youth. The mission of BCFR is to enable eligible persons to progress toward normal living and to develop, as far as possible, their capacity, performances and relationship with other persons.

The CARE programs mission is to provide employment placement and mentoring services for students, ages 16-19, who are at risk of unemployment or underemployment post graduation. BCFR has clients who are likely to benefit from this program. With the funding, the City CARE program would continue to accommodate up to 10 BCFR clients/students with developmental disabilities.

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

1. BCFR agrees to identify clients who may be potential participants and then refer to CARE director for consideration.
2. BCFR Support Coordinators will be available to discuss/share information related to participant's progress with CARE employment mentor. BCFR will reimburse CARE for costs associated with the services as set forth in the agreement.

3. City CARE program will accept for participation in the program a maximum of 10 persons referred by BCFR. CARE staff will review applicant's information and conduct interviews with those referred. The CARE Job Coach/Employment Mentor will work with the trainee, staff and BCFR to manage the trainees. The administrative assistant will coordinate the paperwork and provide support for the overall CARE program.

4. BCFR will provide $40,407 in annual support for the proposed program for the period July 1, 2010 through June 30, 2011. The city agrees to pay the balance of the total program cost.

5. The City will maintain appropriate records of participation and will provide BCFR with required documentation.

6. 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 would provide an additional $40,407 in funding for the Parks and Recreation Department. This revenue would be allocated to the CARE program. The additional funding would provide 10 youth with special needs the opportunity to have a part-time job.

**VISION IMPACT:**

The programs/activities developed with the additional funding address vision goal 8.3 which identifies the need for quality educational opportunities that enable students of all abilities to achieve individualized learning and training goals that ultimately improve quality of life. The partnership outlined by the attached agreement reflects an increase in educational and/or job opportunities for clients of BCFR.

**SUGGESTED COUNCIL ACTIONS:**

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