

COOPERATIVE AGREEMENT

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **GREAT PLAINS SPCA 5424 ANTIOCH DRIVE MERRIAM, KS 66202**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for an animal transportation program; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant, and agree with each other as follows:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services**. Organization shall provide a program to transport companion animals that are readily available for adoption to agencies located in less saturated areas of the country, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2017, through December 31, 2017, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the



Jackson County Legislative Auditor's no later than October 31, 2017. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$150,000.00** in quarterly installments of **\$37,500.00**, with the payment for the first and second quarters to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first and second quarters shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's Director of Finance and Purchasing: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Any documents described herein which were submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity**. Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment Of Unauthorized Aliens Prohibited**. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Audit.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its finances and operations as related to County funds. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall

immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict Of Interest**. Organization warrants that no officer or employee of the County, whether elected or appointed, shall, in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect; and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. **Indemnification**. Organization shall indemnify, defend and hold the County

harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Organization during the performance of this Agreement.

13. **Insurance**. Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term.** The term of this Agreement shall commence January 1, 2017, and shall continue until December 31, 2017, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Great Plains SPCA
Executive Director
5424 Antioch Drive
Merriam, KS 66202
(913) 831-7722

18. **Compliance.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall

immediately notify the county in the event it is merged or purchased by any other entity.

22. **Confidentiality**. Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

23. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 30th day of August, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

GREAT PLAINS SPCA


Mary Jo Spino
Clerk of the Legislature

By 
Title President; CEO
Federal Tax I.D. 05-0552529

REVENUE CERTIFICATE

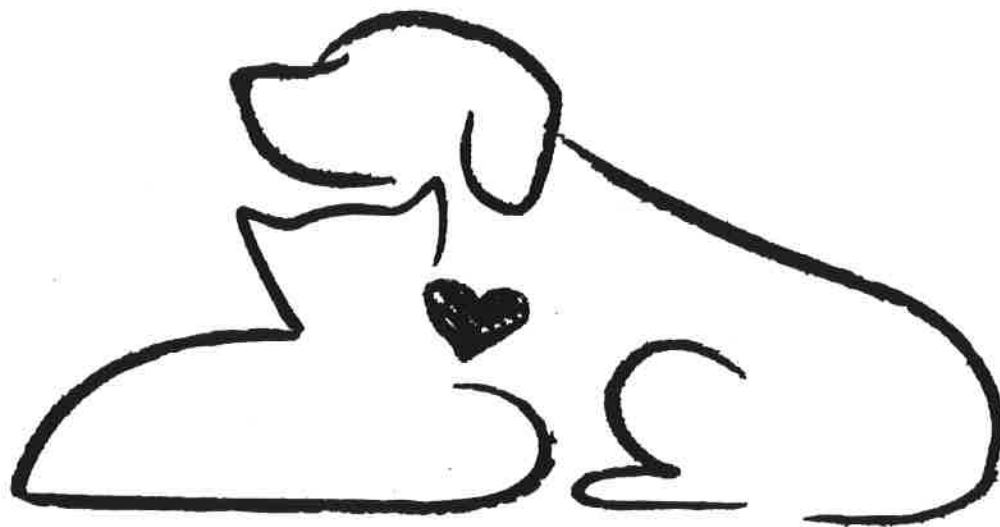
I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$150,000.00, which is hereby authorized.

September 1, 2017
Date


Chief Financial Officer
Account No. 002-7761-56789
77612017002

Transport Vehicle Award Plan

Grant Proposal Presented to Jackson County, Missouri May 2017



GREAT PLAINS SPCA

Heroes for pets. Partners for life.

INDEPENDENCE CAMPUS

(816) 621-SPCA (7722)

Pet Adoption & Intake Center

21001 East 78 Highway | Independence, MO 64057

MERRIAM CAMPUS

(913) 831-SPCA (7722)

Veterinary Care Center

5428 Antioch Drive | Merriam, KS 66202

Pet Adoption Center

5424 Antioch Drive | Merriam, KS 66202

Lost Pet & Intake Center

9800 West 67th Street | Merriam, KS 66203



www.GreatPlainsSPCA.org

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Introduction and History

Great Plains SPCA is Kansas City Metro's most comprehensive animal welfare agency, offering a full-circle approach to animal welfare with twelve life-saving programs to help pets and people of all ages. We are a no-kill organization, proudly reporting a 96% live-release rate or higher. We served over 38,000 pets in 2016 alone. Additionally in 2016, we housed almost 11,000 homeless pets, adopted over 9,500 pets, delivered affordable veterinary care to over 15,000 public pets, and provided assistance, through our Pet Food Pantry to 14,000 families. On a daily basis, Great Plains SPCA has over 1,000 pets in our care between our facilities and fosters homes. Great Plains SPCA is a true safety net for needy pets in the Kansas City Metro.

As the Metro's only bi-state agency, the people and animals in our community rely on us to provide lifesaving support each and every day. Since our inception in 2011, the number of animals we serve each year has more than tripled in direct correlation with the demand we are being met with. We have seen the largest demand for our services in the City of Independence, especially with cat intake. As the urgent demand for our services continues on a rapid uphill climb so does our need for financial support and creative ways to place more animals into homes in order to continue our lifesaving work.

For the last three years, Great Plains SPCA has worked with agencies in other parts of the country to transport animals, from the Independence Regional Shelter to their shelters. The Northern states have participated in targeted spay/neuter efforts reducing the number of companion animals readily available for adoption and agencies from more saturated cities, such as Independence, are able to transfer pets to these sanctuaries as a solution to shelter over crowding and euthanasia.

The Cat Adoption Team (CAT) in Portland, OR started the Nine Lives Transfer Program which accepts large numbers of cats from the Independence shelter. CAT was a founding partner of the Animal Shelter Alliance of Portland (ASAP) in 2006. Since then, their coalition has reduced public shelter intake of cats by 51%. With public intake down and the ASAP feline live release rate now over 93%, CAT is increasingly able to help shelters like ours decrease the homeless pet population in the Kansas City metro, specifically in the City of Independence.

Additionally, with many cities in the metro instituting a breed specific ban on Pit Bull type dogs the Regional Shelter, in Independence, houses many of these dogs for extended periods of time. Great Plains has formed relationships with shelters in parts of Colorado that welcome the Pit Bulls of Independence and offers them a chance at a new life.

The financial burden of all transport costs and logistics are up to the originating shelter. While there is a direct cost associated with these transports it is far less than the cost to house these animals in the Independence shelter. It also provides an outlet for these animals during peak times for intake (March through October) keeping in-house inventory at a reasonable level and insuring the shelter has the room it desperately needs. The CAT team will accept kittens who have not yet been altered, conducting the surgery there, which further reduces our costs.

The largest expense for Great Plains is the van rental fees. Other costs include gas, meals and hotel stay. The drive to any of our receiving shelters is done by two drivers to get the animals to their destination faster. In order to transport as many animals as possible we rent special vans that allow

for the maximum amount of kennels. The preferred rental vans are limited, only two in the city, and they are heavily sought after.

Great Plains SPCA is requesting grant funding to help retrofit a vehicle to be used for these transports. Total estimated costs for this project are \$150,000.

High-Level Costs

The following estimates outline how the funds would be utilized.

Costs:

• Retrofit interior	\$40,000
• Shoreline stainless kennels	\$20,000
• Animal care supplies	\$10,000
• Transport costs (gas, hotel, meals)	\$33,000
• Payroll/benefits for drivers	\$45,000
• Insurance and Misc.	<u>\$2,000</u>
	\$150,000

This generous contribution would enable us to continue this important lifesaving program that places more pets in their forever home, decreases animal inventory at the Independence Regional Shelter (therefore reducing costs), and decreases euthanasia in the City of Independence, Kansas City and beyond.

WORK AUTHORIZATION AFFIDAVIT

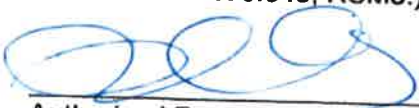
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Great Plains SPCA**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Great Plains SPCA**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature

Title

President & CEO

Gregory N Meador
Printed Name
8/30/17
Date

Subscribed and sworn before me this 30th day of August, 2017. I am commissioned as a notary public within the County of Johnson, State of Kansas, and my commission expires on 02-24-2021.



Signature of Notary

8/30/2017
Date

JOSEPH C. STRYKA
Notary Public-State of Kansas
My Appt. Expires 02/24/2021