

RCR  
3/19/11

Res. 17480

**COOPERATIVE AGREEMENT**  
**(Board of Domestic Violence Shelters 2011)**

**THIS COOPERATIVE AGREEMENT** ("Agreement") made, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, acting upon the recommendation of its Board of Domestic Violence Shelters, hereinafter referred to as "the County," and **NEW HOUSE**, a Missouri not-for-profit corporation, hereinafter referred to as "**Contractor.**"

WHEREAS, the voters of Jackson County on August 7, 1984, authorized the County Legislature, pursuant to section 9053, Jackson County Code, 1984, to impose a \$5.00 fee on marriage licenses, and to have the proceeds of said fees ("domestic violence fees") be used to provide funds for assistance to victims of domestic violence; and,

WHEREAS, by section 1327, Jackson County Code, 1984, the Legislature authorized collection of a domestic violence fee of \$2.00 upon the filing of a civil case pursuant to § 488.445(2) RSMo; and,

WHEREAS, by Ordinance No. 1230, effective October 15, 1984, the Legislature created the Board of Domestic Violence Shelters ("Board") and designated the Board as the agency of the County responsible for administering the fees collected pursuant to the state and County code; and,

WHEREAS, the County, at the request of the Board, solicited proposals under Request For Proposals ("RFP") No. 34-10 and received a total of three responses thereto; and,

WHEREAS, the Board has reviewed **Contractor's** proposal for the expenditure of

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JACKSON COUNTY CLERK

County domestic violence fee proceeds during 2011 for the purpose of providing assistance to victims of domestic violence in Jackson County and made recommendations as to the distribution of the domestic violence fees; and,

WHEREAS, the Board has determined that it is in the best interests of the County's citizens to provide funding to **Contractor** according to the terms and conditions hereof;

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

1. **SERVICES**. **Contractor** shall use the proceeds of this Agreement solely for the purpose of providing assistance to victims of domestic violence.
2. **PAYMENT**. The County shall pay to **Contractor** the actual amount of **\$33,333.00**, as recommended by the Board for the purpose of providing assistance to victims of domestic violence.
3. **REPORTS/OTHER DOCUMENTATION**. **Contractor** shall submit annual reports on or before the thirty-first day of March of the year following the year in which the **Contractor** receives funds. The annual report shall include statistics on the number of persons served by the **Contractor**; the relationship of the victim of domestic violence to the abuser; the number of referrals made for medical, psychological, financial, educational, vocational, child care services or legal services; and shall include the results of an independent audit. No information contained in the report shall identify any person served by the **Contractor** or enable any person to determine the identity of any such person. Failure to submit an annual report shall result in the loss of eligibility for future funding by the County. **Contractor** shall also provide to the County invoices and checks and other documentation as may be requested by the Board of Domestic Violence Shelters to the

County's Director of Finance and Purchasing to show that funds paid to **Contractor** by the County were used for the purpose of providing assistance to victims of domestic violence. If the reports submitted do not satisfactorily demonstrate appropriate expenditures of County funds, subsequent payments are subject to downward adjustment in future payments or future agreements to reflect the amounts actually spent on allowable services under the previous payment period or agreement.

4. **SUBMISSION OF DOCUMENTS**. No payment shall be made under this contract unless the contracting agency shall have submitted to the County all information requested in Request for Proposals No. 34-10. No payment shall be made if the **Contractor** agency is out of compliance on any other County contract.

5. **AUDIT**. The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of **Contractor** pertaining to its finances and operations. Further, **Contractor** 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 the expenditure of these funds may be changed from time to time.

6. **DEFAULT**. If **Contractor** shall default in the performance or observation of any covenant, term, or condition herein contained which are to be performed by **Contractor**, the County shall give **Contractor** ten days written notice setting forth the default. If said default shall continue and not be corrected by **Contractor** within 10 days after receipt of notice from the County, the County may at its election terminate the Agreement and withhold any payments not yet made to **Contractor**. Said election shall

not in any way limit the County's rights to sue for breach of this Agreement.

7. **TERM.** The term of this Agreement shall commence upon January 1, 2011, or upon its execution thereafter, and shall terminate as of December 31, 2011.

8. **LIABILITY AND INDEMNIFICATION.** Neither party to this Agreement assumes any liability for the acts of the other party, its officers, or employees. **Contractor** shall indemnify, defend and hold 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 **Contractor** during the performance of this Agreement.

**Contractor** warrants that it will perform the Services in accordance with the standards of care and diligence normally practiced by domestic violence shelters in performing services of a similar nature in existence at the time of performance of the services.

9. **CONFLICT OF INTEREST.** **Contractor** 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 of this Agreement.

10. **INFORMATIONAL REPORTING.** A representative of **Contractor** shall attend meetings of the County Legislature and the Board of Domestic Violence Shelters when so requested by either of the above-referenced entities. The representative shall be prepared to answer any questions concerning payments made pursuant to this Agreement.

11. **TERMINATION.** Except as provided in paragraphs 6, 14, and 17 hereof, this

Agreement may be terminated by either of the parties upon thirty (30) days written notice to other party.

12. **SURPLUS FUNDS**. Any surplus funds not spent at the end of the Agreement term shall be returned to the County by the fifteenth of the month following the termination of this Agreement. These funds shall not be subject to re-appropriation. The term "surplus funds" refers only to those funds that have not been committed for costs or purchases by purchase order, contract, or other formal documentation within the Agreement term.

13. **INSPECTIONS BY AUDITORS AND THE COUNTY COMPLIANCE REVIEW OFFICER**. The performance of this Agreement shall be subject to review by the County or its designated agent. The County Compliance Review Officer shall review the performance of this Agreement according to her responsibilities as set out in Chapter 6 of the Jackson County Code. **Contractor** agrees to file all forms with the Compliance Review Officer required by Chapter 6. The Board of Domestic Violence Shelters may provide to **Contractor** a list identifying specific areas funded by the proceeds of this Agreement to be reviewed or audited. The Board of Domestic Violence Shelters and **Contractor** shall agree on the definition and scope of a review audit of each specific area identified. **Contractor** shall conduct internal audits of each specific area identified and shall provide its findings to the Board. If the Board of Domestic Violence desires additional study, after the in-house audit provided above, the parties shall engage a mutually agreeable outside auditing firm to conduct further audits of each specific area identified, sharing costs equally. The parties recognize that all books, records, accounts, and any other documents in the possession of the County relative to the funding of this Agreement are public records and open for

inspection and photocopying in accordance with Chapter 610, RSMo.

14. **REMEDIES FOR BREACH.** Contractor agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Contractor's failure to do so constitutes a breach of this Agreement. In such event, Contractor consents and agrees as follows:

a. The County may without prior notice to Contractor immediately terminate this Agreement; and,

b. The County shall be entitled to collect from Contractor all payments made by the County to Contractor for which Contractor 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.

15. **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.

16. **ASSIGNMENT.** Contractor shall not assign any portion or the whole of this Agreement without the prior written consent of the County.

17. **DISCONTINUANCE OF PROGRAM.** In the event Contractor should elect to discontinue this program, or file for bankruptcy, or participate in a reorganization, or go out of existence, or should a court of competent jurisdiction render a final decision in any way invalidating this Agreement or its purposes, Contractor shall remit any proceeds of this

Agreement as are unexpended to the County. In the event that no funds or insufficient funds are appropriated and budgeted by the Jackson County, Missouri governing body to satisfy the obligations of the **County** under this Agreement for any fiscal period, and funds are not otherwise available by any means whatsoever, in any fiscal period in which payments are due as provided in this Agreement, then **County** may, not less than sixty (60) days prior to the end of such applicable fiscal period, notify **Contractor** in writing of such occurrence. Upon such notification, this Agreement may thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the **County** of any kind, except as to (I) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) **County's** other obligations and liabilities under this agreement relating to, accruing or arising prior to such termination. Notwithstanding the foregoing, **County** agrees that it will under take all reasonable efforts to obtain appropriations of funds for any fiscal periods during which this Agreement is scheduled to remain in effect.

18. **CONFIDENTIALITY**. **Contractor's** records concerning the identities of those participating in its programs shall be strictly confidential; 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.


19. **COMPLIANCE WITH RFP**. At all times in connection with the performance of its services hereunder, **Contractor** agrees to comply with and abide by the General Conditions, Specifications, and Guidelines contained in the County's RFP No. 34-10.

Failure to comply with the terms of the RFP shall be a breach, remediable under paragraph 14 hereof. In the event of a conflict between any provision of this Agreement and any provision of RFP No. 34-10, the provision of this Agreement shall govern.


**20. INCORPORATION.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and **Contractor** have executed this Agreement this 10<sup>th</sup> day of February, 2011.

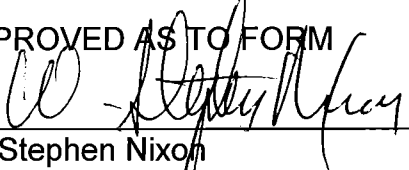
JACKSON COUNTY, MISSOURI

By   
Michael D. Sanders  
County Executive

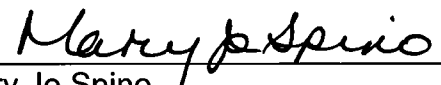
NEW HOUSE

By   
Title President/CEO  
Federal ID No 43-0962293

APPROVED AS TO FORM

By   
W. Stephen Nixon  
County Counselor


ATTEST

By   
Mary Jo Spino  
Clerk of the Legislature

**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 \$33,333.00 which is hereby authorized.

March 1, 2011  
Date

  
Director of Finance and Purchasing  
Account No 041-7101-56790

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