

**COOPERATIVE AGREEMENT  
(Housing Resource Commission)**

**THIS AGREEMENT**, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, acting by and through its **Housing Resources Commission**, hereinafter referred to as "the County" and a Missouri not-for-profit, the **TWELFTH STREET HERITAGE DEVELOPMENT CORPORATION**, 2000 E. 12th Street, Kansas City, MO 64127, hereinafter called "Organization."

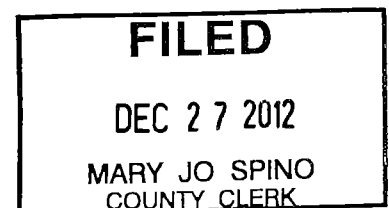
**WHEREAS**, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with the County's Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and,

**WHEREAS**, the County actually imposed said fee by Ordinance No. 1986, dated June 10, 1991; and,

**WHEREAS**, by Ordinance No. 2030, dated September 3, 1991, the Legislature created the Housing Resources Commission and designated said Commission as the agency of the County responsible for determining the allocation and distribution of the proceeds of the user fee; and,

**WHEREAS**, the County and Organization desire to enter into a cooperative agreement, whereunder the County will pay \$30,000.00 to Organization for the Re-entry Pilot Program project; and,

**WHEREAS**, the Re-entry Pilot Program project is a unique partnership designed to



provide a structured pathway to prevent homelessness by employing former prison inmates to maintain and improve vacant lots in Jackson County; and,

**WHEREAS**, the County deems it to be in the best interest of its citizenry to support this association in this manner;

**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:

1. **Services To Be Provided.** Organization shall serve as the manager of the Re-entry Pilot Program, which will employ former prison inmates to maintain and improve vacant lots in Jackson County, agrees to use the funds as set out on the Expenses and Budget Narrative, attached hereto as Exhibit No. 1.

2. **Terms of Payment.** The County agrees to pay Organization a total amount not to exceed \$30,000.00. One quarter of this sum, or \$7,500.00, shall be paid to Organization on a quarterly basis for the periods ending March 31, 2012, June 30, 2012, September 30, 2012, and December 31, 2012, upon receipt of Organization's invoice, provided that Organization has submitted to the County the report(s) required under Paragraph 3. The final payment invoice must be submitted no later than January 15, 2013.

3. **Reports.** Organization shall submit a final report, including invoices and cancelled checks and/or a copy of the face of the check and corresponding bank statements, and other documentation as requested by the Housing Resources Commission staff to show that the initial funds paid by the County were used for the purpose set forth in this Agreement. Said report shall be submitted to the Director of Finance and Purchasing,

415 East 12<sup>th</sup> Street, Kansas City, Missouri 64106 no later than January 31, 2013.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to this Agreement.

5. **Default.** If Organization shall default in the performance of any term of this Agreement, the County shall give Organization written notice setting forth the default and the corrective action required. If said default shall continue by Organization and not be corrected within 10 days of the receipt of said notice, the County may, at its election, terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's rights to seek legal redress.

6. **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) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

7. **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.

Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

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. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, 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.

8. **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 contract.

9. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons 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.

10. **Term**. This Agreement shall commence January 1, 2012, and shall terminate on December 31, 2012, unless sooner terminated pursuant to the provisions of this Agreement.

11. **Termination**. This Agreement may be terminated by either party by mailing a notice of termination to the other party at least thirty days before the termination becomes effective.

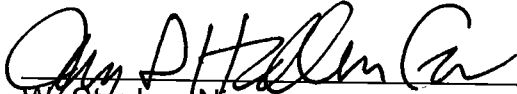
12. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties.

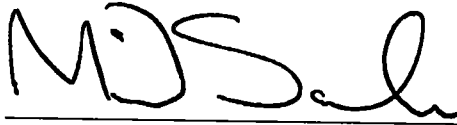
(Signature page to follow)

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 27<sup>th</sup> day of December, 2012.

APPROVED AS TO FORM:

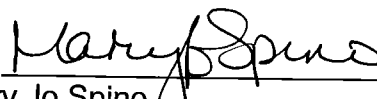
JACKSON COUNTY, MISSOURI

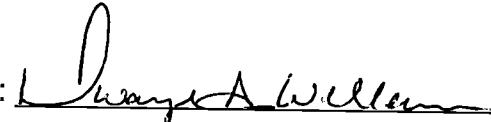
  
W. Stephen Nixon  
County Counselor

By:   
Michael D. Sanders  
County Executive

ATTEST:

TWELFTH STREET HERITAGE DEVELOPMENT CORPORATION

By:   
Mary Jo Spino  
Clerk of the Legislature

By:   
Title: President/CEO  
Federal Tax I.D. No. 43-1360031

### REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$30,000.00 which is hereby authorized.

December 27, 2012  
Date

  
Director of Finance and Purchasing  
Account No. 043-7001-56789

M0012012018

**EXPENSE AND BUDGET NARRATIVE**

**12TH STREET HERITAGE**  
(Name of Agency)

|                                     |    |             |
|-------------------------------------|----|-------------|
| Emergency & Transitional Bed Nights | \$ | 0.00        |
| Salaries                            | \$ | 0.00        |
| Fringe Benefits                     | \$ | 0.00        |
| Utility Assistance                  | \$ | 0.00        |
| Rent Assistance                     | \$ | 0.00        |
| Mortgage Assistance                 | \$ | 0.00        |
| Operating Cost                      |    | \$30,000.00 |
| Clothing                            | \$ | 0.00        |
| Food                                | \$ | 0.00        |
| Hygiene Materials                   | \$ | 0.00        |

**TOTAL CONTRACT SERVICES: \$30,000.00**