

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made this 16th day of February, 2016, by JACKSON COUNTY, MISSOURI, hereinafter referred to as "the County," and the JACKSON COUNTY HISTORICAL SOCIETY, P.O. Box 4241, Independence, MO 64051, a Missouri not-for-profit corporation, hereinafter referred to as "the Society."

WITNESSETH:

WHEREAS, it is in the best interest of the County to have records with historical value preserved and professionally archived for the scholars and citizens of the County; and,

WHEREAS, the Society has the experience and expertise to perform such professional archiving services; and,

WHEREAS, the Society and the County have agreed to be bound by the provisions of this Agreement, as authorized by Resolution 19061, dated February 1, 2016,

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

1. **Professional Services.** Society shall fulfill its contractual obligations by performing professional record archiving and preservation services of Jackson County records with historical value.

2. **Payment.** The County shall pay Society for its services as described herein, in a total amount of \$36,372.00, upon receipt of Society's invoices and detailed report of professional archiving and preservation services rendered. Society shall be entitled to invoice the County for one-half of the contract amount, upon execution of this Agreement,

FILED
FEB 16 2016
MARY JO SPINO
COUNTY CLERK

and the contract balance upon the Agreement's expiration.

3. **Expenses.** Society shall pay all of its own expenses incurred in connection with its performance of this Agreement.

4. **Duration and Termination.** This Agreement shall be effective January 1, 2016, and continue through December 31, 2016, unless sooner terminated. The Society or the County may terminate this Agreement by giving written notice to the other party, at least ten (10) days in advance of termination. The County shall be obligated to pay Society for all services rendered by Society under this Agreement up to and including the date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Society may be entitled to receive or be obligated to perform under this Agreement. Upon termination of this Agreement, the Society will have no further obligations to the County under this Agreement.

5. **Assignment and Amendment.** Society agrees, in addition to all other provisions herein, that Society shall not assign any portion or the whole of this Agreement without the prior written consent of the County. The provisions of this Agreement may be amended only in writing signed by the parties.

6. **Time of the Essence.** Timely performance of all duties provided herein is of the essence of this Agreement.

7. **Remedies for Breach.** Society and County agree to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and either party's failure to do so shall represent and constitute a breach of this Agreement, and in such event, the parties consent and agree that remedies for such breach shall include the following:

- (a) The non-breaching party may immediately terminate this Agreement; and,
- (b) The non-breaching party shall be entitled to pursue any legal remedy it may have against the other party, and to collect all costs incurred including legal fees, as a result of said breach.

8. **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.

9. **Indemnification**. Society shall indemnify, defend, and hold County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) arising out of the performance of the Services, if and to the extent caused by the negligence or misconduct of Society.

10. **Conflict of Interest**. Society 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. **Employment of Unauthorized Aliens Prohibited**. Pursuant to §285.530.1, RSMo, Society 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, Society shall sign an affidavit, attached hereto and incorporated herein as Exhibit A,


affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.


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

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By 
W. Stephen Nixon
County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:


JACKSON COUNTY HISTORICAL SOCIETY


Mary Jo Spino
Clerk of the Legislature

By 
Steve Noll
Executive Director

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$36,372.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account No. 044-1804-56790

18042016001

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 **Jackson County Historical Society** 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, **Jackson County Historical Society**, 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
EXECUTIVE DIRECTOR
Title

STEVE NOLL

Printed Name
2/8/2016

Date

Subscribed and sworn before me this _____ day of _____, 2016. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date