

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Cooperative Agreements with the Mid-America Regional Council for various public purposes funded by the County's Health Fund, at an aggregate cost to the County not to exceed \$126,284.00.

RESOLUTION #17133, January 11, 2010

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the 2010 Jackson County Budget contains appropriations from the County's Health Fund to allow the Mid-America Regional Council (MARC) to provide various public services to the County and its citizens; and,

WHEREAS, the approved MARC programs and respective authorized amounts are as follows:

<u>PROGRAM</u>	<u>AMOUNT</u>
✓ Government Training Institute	\$ 4,749
✓ Hazardous Materials Emergency Response	\$ 6,430
✓ Older Americans Act Match	\$ 23,247
✓ Supplemental Aging Services	\$ 91,858
TOTAL	\$126,284

and,

WHEREAS, the execution of Cooperative Agreements with MARC, in the amounts indicated, is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute Cooperative Agreements with MARC, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreements.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Pamela Fellin
Deputy/Assistant County Counselor

[Signature]
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17133 of January 11, 2010, was duly passed on January 11, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

1/12/2010
Date

[Signature]
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 002 7902 56080
ACCOUNT TITLE: Health Fund
MARC - Government Training Institute
Other Professional Services
NOT TO EXCEED: \$4,749.00

ACCOUNT NUMBER: 002 7902 56080
ACCOUNT TITLE: Health Fund
MARC - Older Americans Act Match
Other Professional Services
NOT TO EXCEED: \$23,247.00

ACCOUNT NUMBER: 002 7902 56790
ACCOUNT TITLE: Health Fund
MARC - Hazardous Materials Emergency Response
Other Contractual Services
NOT TO EXCEED: \$6,430.00

ACCOUNT NUMBER: 002 7902 56870
ACCOUNT TITLE: Health Fund
MARC - Supplemental Aging Services
Food Services
NOT TO EXCEED: \$91,858.00

January 7, 2000
Date

[Signature]
Director of Finance and Purchasing

COOPERATIVE AGREEMENT
(Government Training Institute)

R. 17133

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **Mid-America Regional Council**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional Planning Commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to provide MARC \$4,749.00 to be used for the Government Training Institute; and,

WHEREAS, MARC is capable of providing said services to the citizens of Jackson County;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **Services To Be Provided.** MARC shall provide training for local governments in the greater Kansas City area by offering training and development addressing a wide range of technical specialties and functional roles that exist in public organizations, all of which benefit the residents of Jackson County, Missouri.
2. **Terms of Payment.** Upon execution of this Agreement, the County shall pay to MARC the lump sum of \$4,749.00 for these programs and services.
3. **Annual Report.** MARC shall submit an annual report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. Failure to submit said annual report shall disqualify MARC from

future funding by the County.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

5. **Default.** If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and the correction required. If said default shall continue and not be corrected within 10 days of the receipt of the notice of default by MARC, the County may at its election terminate the contract and take such action in law or equity to recover all funds given to MARC under this contract but not used for the purposes set forth in the contract.

6. **Conflict of Interest.** MARC 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.

7. **Term.** This Agreement shall be January 1, 2010, and terminate on December 31, 2010. This Agreement may be terminated prior to that date by either party upon written notice delivered fifteen days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 4.

8. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, sex, age, handicap or national origin, in terms and conditions of employment or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

9. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and MARC shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 MARC during the performance of this Agreement.

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

IN WITNESS WHEREOF, the County and MARC have executed this Agreement this 23 day of February, 2010.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

William Snyder
William Snyder
Acting County Counselor

By Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL

Mary Jo Spino
Mary Jo Spino
Clerk of Legislature

By Julia V.
Executive Director
43-0976432
Federal I.D. or S.S. #

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$4,749.00 which is hereby authorized.

February 18, 2010
Date

[Signature]
Director of Finance and Purchasing
Account No. 002-7902-56080
7902 2010 004

COOPERATIVE AGREEMENT

R. 17133

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "the County" and the **Mid-America Regional Council**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to provide support for hazardous materials emergency response planning in order to discharge responsibilities related to MARC's designation by the County as its **Local Emergency Planning Committee** under the Federal Emergency Planning and Community Right-to-Know Act (Superfund Amendment and Reauthorization Act of 1986 - Title III); and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. Services to be provided. MARC shall develop and maintain a hazardous materials emergency response plan; work with fire departments and industry to provide training and promote cooperative emergency response; assist industry in complying with reporting requirements to ensure that fire departments are informed of hazardous materials present in their service areas; and develop a list of technical expertise, resources and equipment available from area fire departments for use in responding to accidents involving the release of hazardous materials, all for the benefit of the residents of Jackson County.
2. Terms of Payment. County shall pay to MARC the total sum of \$6,430.00



for such services upon the execution of this Agreement.

3. **Annual Report.** MARC shall submit an annual report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. Failure to submit said annual report shall disqualify MARC from future funding by the County.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

5. **Default.** If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and correction required. Thereafter, if said default by MARC shall continue and not be corrected within ten days of the notice of default, the County may, at its election, terminate the Agreement and take such action in law or equity to recover all funds given to MARC under this Agreement, but not used for the purposes set forth in the Agreement, as the County deems appropriate.

6. **Conflict of Interest.** MARC 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.

7. **Termination.** This Agreement shall commence January 1, 2010, and shall terminate on December 31, 2010. This Agreement may be terminated prior to that date

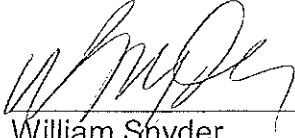
by either party upon written notice delivered fifteen days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 4 above.

8. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. MARC shall in all solicitation or advertisements for employees placed by or on behalf of MARC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

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

IN WITNESS WHEREOF, the County and MARC have executed this Agreement this 23 day of February, 2010.

APPROVED AS TO FORM:



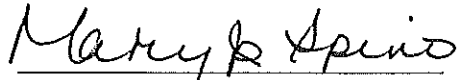
William Snyder
Acting County Counselor

JACKSON COUNTY, MISSOURI

By 

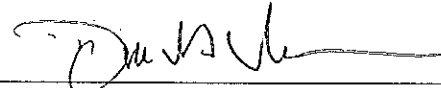
Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

MID-AMERICA REGIONAL COUNCIL


By 

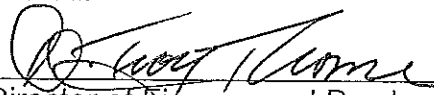
Executive Director
43-0976432

Federal I.D. or S.S. #

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 \$6,430.00 which is hereby authorized.

Date 
February 18, 2010



Director of Finance and Purchasing
Account No. 002-7902-56790
79022010001

COOPERATIVE AGREEMENT
(Older Americans Act Match)

R. 17133

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional Planning Commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County recognizes its statutory obligations to the poor under Section 205.580 et seq., RSMo; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support service programs for the elderly; and,

WHEREAS, MARC is the duly designated area agency on aging for the Missouri counties of Clay, Cass, Platte, Ray and Jackson; and,

WHEREAS, the County desires to provide funds to MARC so that MARC may plan and manage activities for the benefit of Jackson County residents under the Older Americans Act, 42 U.S.C. §3001 et seq.; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo dealing with cooperation agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. Services To Be Provided. MARC shall provide services under the Older Americans Act, and shall provide staff planning and management of activities under said Act, all of which benefit the residents of Jackson County, Missouri.

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2. Terms of Payment. Upon execution of this Agreement, the County shall pay to MARC the lump sum of \$23,247.00 for these programs and services.

3. Annual Report. MARC shall submit an annual report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. Failure to submit said annual report shall disqualify MARC from future funding by the County.

4. Audit. The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

5. Default. If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and the correction required. If said default shall continue and not be corrected within 10 days of the receipt of the notice of default by MARC, the County may at its election terminate the contract and take such action in law or equity to recover all funds given to MARC under this contract but not used for the purposes set forth in the contract.

6. Conflict of Interest. MARC 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.

7. Term. This Agreement shall be January 1, 2010, and terminate on December 31, 2010. This Agreement may be terminated prior to that date by either party

upon written notice delivered fifteen days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 4.

8. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin, in terms and conditions of employment or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

9. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and MARC shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 MARC during the performance of this Agreement.

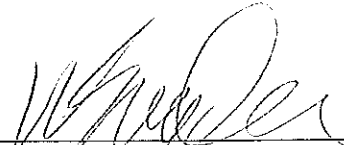
10. **Incorporation.** This Agreement incorporates the entire understanding and

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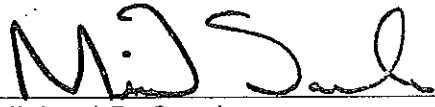
IN WITNESS WHEREOF, the County and MARC have executed this Agreement
this 23 day of February, 2010.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



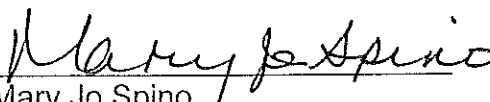
William Snyder
Acting County Counselor

By 

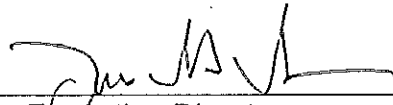
Michael D. Sanders
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL



Mary Jo Spino
Clerk of Legislature

By 

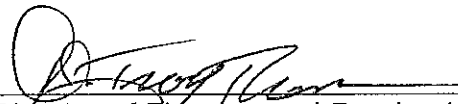
Executive Director
43-0976432

Federal I.D. or S.S. #

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$23,247.00 which is hereby authorized.

February 16, 2010
Date



Director of Finance and Purchasing
Account No. 002-7902-56080
7902 2010 003

COOPERATIVE AGREEMENT
(Food Services)

R. 17133

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **Mid-America Regional Council**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to support programs and services for the aging community as provided by MARC and other agencies, under subcontracts with MARC; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services To Be Provided.** MARC shall provide scheduled transportation services for elderly residents of Jackson County who are now participating in those programs funded by the **MARC Commission on Aging**. In addition, MARC shall prepare and deliver a nutritious meal to the homes of elderly County residents who, due to physical impairment, cannot participate in the congregate center activities.

2. **Terms of Payment.** In consideration for the nutrition and transportation services provided above, the County shall pay the sum not to exceed \$91,858.00. MARC shall bill the County for services actually rendered, providing such documentation as the County may require.

3. **Annual Report.** MARC shall submit an annual report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. Failure to submit said annual report shall disqualify MARC from future funding by the County.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

5. **Default.** If MARC shall default in the performance or observation for any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and the correction required. Thereafter, if said default by MARC shall continue and not be corrected within 10 days of the notice of default, the County may, at its election, terminate the Agreement and take such action in law or equity to recover all funds given to MARC under this Agreement, but not used for the purposes set forth in the Agreement, as the County deems appropriate.

6. **Conflict of Interest.** MARC 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.

7. **Term.** This Agreement shall be effective January 1, 2010, and shall terminate on December 31, 2010. This Agreement may be terminated prior to that date by either party upon written notice delivered fifteen days prior to the effective date of

termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 4.

8. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

9. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and MARC shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 MARC during the performance of this Agreement.

10. **Incorporation.** This Agreement incorporates the entire understanding and

agreement of the parties.

IN WITNESS WHEREOF, the County and MARC have executed this Agreement
this 23 day of February, 2010.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



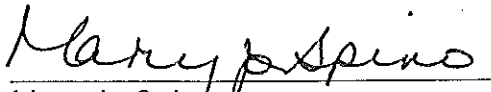
William Snyder
Acting County Counselor

By 

Michael D. Sanders
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL



Mary Jo Spino
Clerk of the Legislature

By 

Executive Director

43-0976432


Federal I.D. or S.S. #

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 \$91,858.00 which is hereby authorized.

February 18, 2010

Date



Director of Finance and Purchasing
Account No. 002-7902-56870
79022010002