

**AGREEMENT**

Res. 17146

THIS COOPERATIVE AGREEMENT is made this 18 day of February 2010, by JACKSON COUNTY, MISSOURI, hereinafter referred to as "the County," and the JACKSON COUNTY HISTORICAL SOCIETY, 114 S. Main, Suite 103, Independence, MO 64050, 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,

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 not to exceed \$39,231.00, 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 up to one-half of the contract amount, upon execution of this Agreement, and an amount not to exceed 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.

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4. Duration and Termination. This Agreement shall be effective January 1, 2010, and continue through December 31, 2010, 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. 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

*Pamela Fellin*  
By Acting Chief Deputy County

By *M. D. Sanders*

**Pamela Fellin**  
**Acting Chief Deputy County Counselor**

**Michael D. Sanders**  
**County Executive**

ATTEST:

JACKSON COUNTY HISTORICAL SOCIETY

*Mary Jo Spino*  
By Mary Jo Spino, Clerk of the Legislature

By *Steve Noll*  
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 \$39,231.00 which is hereby authorized.

February 16, 2010  
Date

*D. Scott Horn*  
Director of Finance and Purchasing  
Account No. 044-1804-56790