

COOPERATIVE AGREEMENT

**THIS AGREEMENT**, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **COMMUNITY SERVICES LEAGUE 404 N. NOLAND ROAD INDEPENDENCE, MO 64050**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for relocation assistance for residents of the Heart Village Mobile Home Park; and,

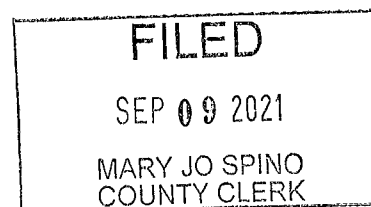
WHEREAS, the County deems it to be in the best interest of its citizenry to support this effort; and,

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:

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

1. **Services**. Organization shall provide relocation assistance and related services to residents of the Heart Village Mobile Home Park in Kansas City, MO, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference.

2. **Terms Of Payment**. The County agrees to pay Organization a total amount not to exceed **\$1,700,000.00**. Upon execution of the Agreement the County shall pay Organization the sum of **\$1,000,000.00**. When Organization has expended



this sum, it shall advise the County and provide a report showing how the sum was expended, with supporting documents. The County shall then remit the remaining \$700,000.00 to Organization. Organization shall disburse their funds in a manner consistent with the budget included in Exhibit A. At the conclusion of providing services, Organization shall submit a final report showing all expenditures, with additional supporting documents.

3. **Equal Opportunity**. Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants for employment and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

4. **Employment Of Unauthorized Persons Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized person 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, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized person in connection with the contracted services.

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 Organization pertaining to this Agreement. Further, Organization 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 expenditure of these funds may be changed from time to time by the County.

6. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

7. **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 Agreement.

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.** 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) 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 Organization during the performance of this Agreement.

10. **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.

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.

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

11. **Term.** The term of this Agreement shall commence September 1, 2021, and shall continue until August 31, 2022, unless sooner terminated pursuant to paragraph 6, 12, or 15 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

12. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

13. **Standard of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

14. **Affirmative Action Compliance.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

15. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

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

16. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

17. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

18. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the 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. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 9<sup>th</sup> day of September, 2021.

APPROVED AS TO FORM:

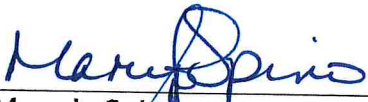
JACKSON COUNTY, MISSOURI


  
County Counselor

By   
Frank White, Jr.  
County Executive

ATTEST:

COMMUNITY SERVICES LEAGUE


  
Mary Jo Spino  
Clerk of the Legislature

By   
Title CEO  
Federal Tax I.D. 43-0976396

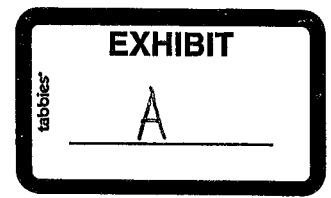
**REVENUE CERTIFICATE**

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 \$1,700,000.00, which is hereby authorized.

9-8-2021  
Date

  
Director of Finance and Purchasing  
Account No.013-1214-56150  
CT 121421002





**Community Services League**  
**Proposal for**  
**Transitional Housing Services for Heart Village**

**Background**

Due to the purchase of the land, and future construction for a new Jackson County detention center, residents of the Heart Village Mobile Home Park are slated to be relocated in the next six months. The County seeks to have all residents relocated by February 28, 2022.

**Community Services League (CSL)**

CSL has been helping Jackson County households for more than 105 years. As it pertains to housing, CSL engages in many supportive efforts, including:

- Homeless street outreach in Kansas City
- CSL is a point of Coordinated Entry for the local HUD Continuum of Care
- Through MHDC, we administer Emergency Solutions Grant (ESG) dollars, MO Housing Trust Fund (MHTF) dollars, MO Housing Innovation Program (MOHIP) dollars, and others.
- Through Jackson County, we administer COMBAT, Emergency Rental Assistance, and Housing Resources Commission funds.
- CSL provides on-site Resident Services Coordination at Hawthorne Place Apartments in Independence and Colony Plaza Apartments in Excelsior Springs. This includes move-in, move-out services.
- HUD's Permanent Supportive Housing Program – we provide continuous support for 45 households in Jackson County.
- Emergency Rent and Utility Assistance – administered through some programs listed above, but also community- and philanthropy-based programs.

**Opportunity**

Residents at Heart Village have the opportunity for a fresh start, but sometimes an unplanned move can create chaos for a household. For example, a current job that a resident walks to might not be possible after a move. Or, a student might have to move schools in the middle of a year. Beyond that, many folks will be finding a new neighborhood, which can be a tough, new thing to navigate.

Community Services League can be a trusted partner of the County to help relocate these families. We would propose hiring two Family Stability Specialists to work with the 100 or so households relocating from Heart Village. Among other activities, we would:

- 1) Greet and form a working relationship with the families and mobile home park management
- 2) Do a baseline assessment of the family's situation
- 3) Explain to the families what the County is providing
- 4) Empower families to use their voice and choice in deciding where to live. We will not find housing for families, but can help guide them.
- 5) Use County funds, ERAP dollars, and other supports (some options listed above) to provide rent and utility support (delinquent, current, and future) to Heart Village residents to help with the move.

- 6) Coach households through issues like McKinney-Vento, which would allow students to stay enrolled in their home school during a move. There are countless issues around schools, transportation, finances, etc., that we can help families navigate.
- 7) Let households know about other CSL programs, like our Career Trainings, and inform them on other public and private assistance programs that will make their move easier.
- 8) Track the outcomes of households for a one-year period. The one-year period will be approximately September 1, 2021, to August 31, 2022. CSL Family Stability Specialists will stay in contact with households after they move to help them acclimate.
- 9) Serve as the fiscal agent of the County to provide up to an average of \$15,000 of assistance to each household. CSL will write a check within 48 business hours (business hours defined as Monday- Friday, 8a-5p) of the request made by County staff. Checks will only be written to vendors (rent, utility, etc.), unless written permission is received from the County Administrator or his designee. CSL will pay for other services (moving of trailers, etc.) pending an approval email from the County Administrator or his designee.
- 10) CSL will administer and coordinate its efforts with the County's relocation consultant. The consultant and rate of pay will be determined by the County Administrator.

**Proposed Budget for Community Services League**

Family Stability Specialists (2) working for 12 months

Salaries: \$80,000

Employee-Related Expenses (20%): \$16,000

CSL Project Administration (as fiscal agent) (26.04%): \$25,000

Relocation Consultant for the County (Mr. Don Frank) \$53,825

**Total Administration/Project Overhead: \$174,825**

**Estimated Relocation Costs/Project Expenses for 106 residents: \$1,525,175**

**Total Project Budget: \$1,700,000**

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 **Community Services League**, 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, **Community Services League**, 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.)

[Signature]  
Authorized Representative's Signature

Title

W. Douglas Connor

Printed Name

Date

08-29-2021

Subscribed and sworn before me this 29 day of August, 2021. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on June 18, 2025.

[Signature]

Signature of Notary

Date

8/29/21

