

COOPERATIVE AGREEMENT
(Community Outreach Program)

THIS AGREEMENT, made and entered into on this 20th day of June 2018, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "County," and **Oak Park Neighborhood Association**, 4435 Prospect, Kansas City, Missouri 64128, hereinafter called "Oak Park."

WITNESSETH:

WHEREAS, Oak Park has agreed to provide a community outreach project in Jackson County, Missouri, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

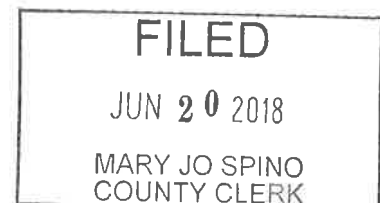
WHEREAS, this Agreement is authorized by Resolution 19897, dated June 18, 2018; and,

WHEREAS, Oak Park and County have agreed to be bound by the provisions hereof,

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

1. Oak Park shall fulfill its contractual obligations by providing a community outreach program, as is more fully described in the summary, attached hereto and incorporated herein as Exhibit A.

2. Oak Park shall work as an independent contractor and not as an employee of County. Oak Park shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Oak



Park shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. County shall pay Oak Park for services rendered under this Agreement in a total amount not to exceed \$2,100.00. Upon the execution of this Agreement and receipt of Oak Park's invoice, the County shall make a lump sum payment to Oak Park in the amount of \$2,100.00. At the conclusion of the program, Oak Park shall provide a final report, including documentation of expenses in accordance with Exhibit A. If any amount of the County's payment to Oak Park is not supported by adequate documentation, Oak Park shall make prompt repayment of that amount to the County.

4. The initial term of this Agreement shall be effective as of June 22, 2018, and shall extend until July 21, 2018.

5. Oak Park or County may terminate this Agreement by giving three days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Oak Park may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by Oak Park to County within three days of the demand of County.

6. Oak Park promises, covenants, and agrees to keep all matters, materials, and information obtained from the County and all of Oak Park's investigation efforts and results relating to the herein referenced services confidential until such time that the County instructs Oak Park otherwise.

7. Timely performance of all duties provided herein is of the essence of this Agreement.

8. Oak Park promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and Oak Park's failure to so shall constitute a breach of this Agreement, and in such event, Oak Park consents and agrees as follows:

(1) The County may without prior notice to Oak Park immediately terminate this Agreement; and,

(2) The County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Oak Park; and,

(3) The County shall be entitled to collect from Oak Park all costs incurred by County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration and any other expenses incurred by the County in connection herewith.

9. Oak Park promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

10. Pursuant to §285.530.1, RSMo, Oak Park 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, Oak Park 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 alien in connection with the contracted services.

11. 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.

12. 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.

JACKSON COUNTY, MISSOURI:

OAK PARK NEIGHBORHOOD ASSOCIATION



Frank White, Jr.
County Executive

By 

43-1929584
Federal Tax ID No.

APPROVED AS TO FORM:

ATTEST:



W. Stephen Nixon
County Counselor



Mary Jo Spino
Clerk of the Legislature

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 \$2,100.00 which is hereby authorized.

6/20/18

Date



Chief Administrative Officer
Account No. 010-4110-56790

41102018002 KA

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 **Oak Park Neighborhood Association**, 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, **Oak Park Neighborhood Association**, 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.)

Patrick Clarke
Authorized Representative's Signature
President
Title

Patrick Clarke
Printed Name
6/20/2018
Date

Subscribed and sworn before me this 20 day of June, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on August 14, 2020.

Evelyn G. Tyson
Signature of Notary

6/20/2018
Date

