

COOPERATIVE AGREEMENT

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as “the County” and a Missouri not-for-profit corporation, **SOUTHERN CHRISTIAN LEADERSHIP CONFERENCE OF GREATER KANSAS CITY, 1101 EUCLID AVENUE, KANSAS CITY, MO 64127**, hereinafter referred to as “SCLC”.

WHEREAS, the County and SCLC desire to enter into an Agreement to provide funding to be used for events commemorating the life and legacy of Dr. Martin Luther King, Jr.; and,

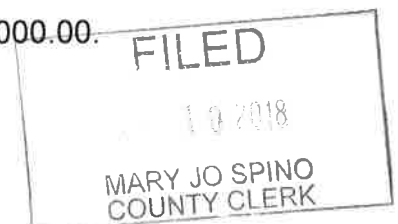
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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

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

1. Services. SCLC shall provide events commemorating the life and legacy of Dr. Martin Luther King, Jr., as is more fully set out in the proposal and budget attached hereto as Exhibit A and incorporated herein by reference.

2. Terms Of Payment. The County agrees to pay SCLC the total amount of **\$60,000.00** for services rendered under this Agreement. Upon execution of this Agreement the County shall pay SCLC a lump sum amount of **\$60,000.00**.



3. **Reports/Other Documentation** SCLC shall submit an annual report which shall summarize all of SCLC's activities pursuant to this Agreement. This report shall include invoices and receipts for expenditures made with County funds. If the County determines that any expenditure was not authorized, SCLC shall reimburse that amount to the County. SCLC's failure to submit this annual report and/or make a timely reimbursement if demanded, shall disqualify SCLC from future funding by the County.

SCLC must notify the County in writing on SCLC's letterhead, within five working days of the following changes:

- a. SCLC name, address, telephone number, administration, or board of directors
- b. SCLC funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the SCLC or toward the SCLC

4. **Submission Of Documents**. No payment shall be made under this Agreement unless SCLC shall have submitted to the County's Director of Finance and Purchasing: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) SCLC's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of SCLC's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If SCLC has previously received funding from the County, to be eligible for future payments, SCLC must submit either an audited financial statement for SCLC's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's

program audit of the County's funds by January 31 of the following year. Any documents described herein which were submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if SCLC is out of compliance on any other County contract, or has not paid county taxes on all properties owned by SCLC and assessed by the County.

5. **Equal Opportunity**. SCLC shall maintain policies of employment as follows:

A. SCLC and SCLC's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. SCLC shall take affirmative action as set forth to ensure that applicants are employed 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. SCLC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. SCLC and SCLC'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.

6. **Employment Of Unauthorized Aliens Prohibited**. Pursuant to §285.530.1,

RSMo, SCLC 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, SCLC 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.

7. **Audit.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of SCLC pertaining to its finances and operations. Further, SCLC 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.

8. **Default.** If SCLC shall default in the performance or observation of any covenant, term or condition herein contained to be performed by SCLC, the County shall give SCLC ten days written notice, setting forth the default. If said default shall continue and not be corrected by SCLC 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 SCLC. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** SCLC and the County recognize that the County intends to satisfy its financial obligation to SCLC hereunder out of funds annually

appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify SCLC of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict Of Interest.** SCLC 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. **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.

12. **Indemnification**. SCLC 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 SCLC during the performance of this Agreement.

13. **Insurance**. SCLC shall maintain the following insurance coverage during the term of this Agreement.

A. SCLC 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. SCLC 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. SCLC 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.

14. **Term.** The term of this Agreement shall commence January 1, 2018, and shall continue until December 31, 2018, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by SCLC as verified by the County's audit.

15. **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 SCLC 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 SCLC to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care.** SCLC 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.

17. **Financial Contact.** SCLC shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative
Taylor Fields
1101 Euclid Avenue
Kansas City, MO 64127

**Southern Christian Leadership
Conference of Greater Kansas City**
Arlana Coleman, Program Director
1101 Euclid Avenue
Kansas City, MO 64127
(913) 522-7526

18. **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. SCLC 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.

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

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

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

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

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

22. **Confidentiality.** SCLC'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.

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

IN WITNESS WHEREOF, the County and SCLC have executed this Agreement
this 10 day of April, 2018.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 


Frank White, Jr.
County Executive

ATTEST:

SOUTHERN CHRISTIAN LEADERSHIP
CONFERENCE OF GREATER
KANSAS CITY



Mary Jo Spino
Clerk of the Legislature

By 

Title Treasurer
Federal Tax I.D. 43-1389572

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 \$60,000.00, which is hereby authorized.

4/9/18

Date



Chief Administrative Officer
Account No. 008-5014-56789

50412018001 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 **Southern Christian Leadership Conference of Greater Kansas City**, 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, **Southern Christian Leadership Conference of Greater Kansas City**, 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.)

Jayla Fields
Authorized/Representative's Signature
Treasurer
Title

Jayla Fields
Printed Name
4/2/2018
Date

Subscribed and sworn before me this 2nd day of April, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on October 19, 2020.

Thomas Stein
Signature of Notary

4-2-18
Date

THOMAS STEIN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County