

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.

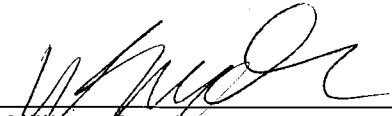
10. **Incorporation**. This Agreement incorporates the entire understanding and

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

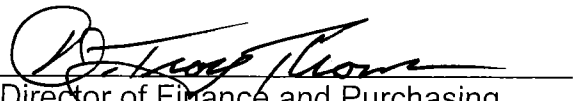
Federal I.D. or S.S. #

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