

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 **THE GREATER KANSAS CITY COALITION TO END HOMELESSNESS, 3200 WAYNE AVE., SUITE 202, KANSAS CITY, MO 64109**, a Missouri not-for-profit corporation, hereinafter referred to as “Contractor.”

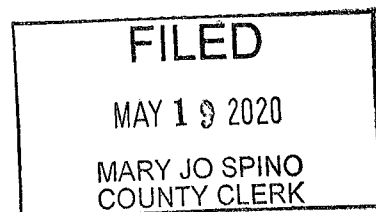
WHEREAS, U.S. President Donald J. Trump, Missouri Governor Mike Parson, and County Executive Frank White Jr. have all declared, in one form or another, the ongoing coronavirus/COVID-19 pandemic to be a public health emergency; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens; and,

WHEREAS, an appropriate response by the County to this emergency will require the expenditure of significant County financial and other resources; and,

WHEREAS, among proper response measures is provision for the temporary emergency housing of homeless or near homeless persons who have tested positive for the virus, to allow them to be quarantined, monitored, and provided medical treatment, without needlessly exposing others to the risk of infection; and,

WHEREAS, Contractor has proposed to provide this temporary emergency housing and related services for up to fifty persons, in a facility to be leased from the Salvation Army located at 16200 E. 40 Highway in Kansas City, MO, for a period from April 20, 2020, until July 31, 2020, at a cost to the County not to exceed \$450,000.00; and,



WHEREAS, it is anticipated the full cost of providing these services will be reimbursable to the County by the U.S. Government pursuant to the Coronavirus Aid, Recovery, and Economic Support (CARES) Act, out of funds allocated directly to the County for COVID-19 relief; and,

WHEREAS, the County has reviewed Contractor's proposal for the expenditure of County funds for the purpose of providing assistance to homeless and/or near homeless persons in Jackson County; and,

WHEREAS, the County has determined that it is in the best interests of the County's citizens to provide funding to Contractor according to the terms and conditions hereof;

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

1. **SERVICES**. Contractor shall use the proceeds of this Agreement solely for the purpose of providing assistance to homeless and/or near homeless persons in Jackson County, Missouri, who are affected by the coronavirus/COVID-19 pandemic. Contractor agrees to use the funds as set out on the proposal dated April 16, 2020, attached hereto as Exhibit A. The term of this Agreement is April 20, 2020, through July 31, 2020, and as such, all expenditures must occur within this period.

2. **TERMS OF PAYMENT**. The County shall pay to Contractor a total amount not to exceed \$450,000.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. Of this sum, \$200,000.00, shall be paid to Contractor in advance. The remaining funds shall be payable on the first day of each calendar month thereafter upon receipt of Contractor's invoice and supporting documentation demonstrating payments by Contractor in accordance with Exhibit A,

provided that Contractor has submitted to the County the report(s) required under Paragraph 3 hereof. On each submitted invoice, Contractor shall be entitled to bill an administrative overhead fee in the amount of 11% of the billed amount, provided that the total amount payable hereunder shall not exceed \$450,000.00. Each payment will be issued after Contractor has submitted the required invoices and supporting documentation for reimbursement. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Contractor any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes.

3. **REPORTS/OTHER DOCUMENTATION.** Under this Agreement, Contractor shall submit appropriate reports, including copies of invoices and cancelled checks and/or a copy of the face of the check and corresponding bank statements and other documentation, as requested by the County Administrator's staff to show that funds paid to Contractor by the County are being used for the purposes of this Agreement. If the reports submitted do not satisfactorily demonstrate appropriate expenditures of County funds, payments are subject to downward adjustment to reflect the amounts actually spent on allowable services provided during the previous reporting period. The final request for payment shall include a Final Report, which shall set out the program objectives and accomplishments, and a final reconciliation of funds. Failure to submit said reports, including the Final Report, may result in the loss of future funding by the County.

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

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

4. **MAINTENANCE OF ACCOUNTS.** The parties recognize that this funding by the County serves to improve the quality and effectiveness of homelessness programs in Jackson County, Missouri, specifically as they relate to the coronavirus/COVID-19 pandemic. It is, therefore, declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Contractor in its provision of services, and that none of the funds paid by the County pursuant to this Agreement shall serve to reduce any funds budgeted, or to be budgeted, by Contractor for operations as they exist at the time of this Agreement.

5. **EQUAL OPPORTUNITY.** Contractor shall maintain policies of employment as follows:

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

B. Contractor and Contractor'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, Contractor 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, Contractor 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 Contractor pertaining to its finances and operations. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **DEFAULT.** If Contractor shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Contractor, the County

shall give Contractor ten days written notice, setting forth the default. If said default shall continue and not be corrected by Contractor 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 Contractor. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **CONFLICT OF INTEREST**. Contractor 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.

10. **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.

11. **INDEMNIFICATION**. Contractor 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 Contractor during the performance of this Agreement.

12. **INSURANCE**. Contractor shall maintain the following insurance coverage during the term of this Agreement.

- A. Contractor 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. Contractor shall maintain 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. Contractor agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of performance. 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.

13. **TERM**. The term of this Agreement shall be effective as of April 20, 2020, and shall continue until July 31, 2020, unless sooner terminated pursuant to paragraph 8, 14, or 18 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Contractor as verified by the County's audit.

14. **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 Contractor 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 Contractor to the County within ten (10) days of the termination of this Agreement.

15. **STANDARD OF CARE.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services pursuant to this Agreement as is ordinarily possessed and exercised by professionals operating under similar circumstances.

16. **FINANCIAL CONTACT.** Contractor 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
Department of Finance & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Greater Kansas City Coalition to End Homelessness
Heather Hoffman
3200 Wayne Ave., Suite 202
Kansas City, MO 64109
(816) 924-7997

17. **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. Contractor 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.

18. **REMEDIES FOR BREACH.** Contractor agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and

Contractor's failure to do so constitutes a breach of this Agreement. In such event, Contractor consents and agrees as follows:

- A. The County may, without prior notice to Contractor, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from Contractor all payments made by the County to Contractor for which Contractor 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.

19. **TRANSFER AND ASSIGNMENT**. Contractor shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

20. **CONTRACTOR IDENTITY**. If Contractor is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Contractor shall immediately notify the County in the event it is merged or purchased by any other entity.

21. **CONFIDENTIALITY**. Contractor'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.

22. **SURPLUS FUNDS**. Any surplus funds not spent at the end of this Agreement term shall be returned to the County by the fifteenth of the month following the termination of this Agreement. These funds shall not be subject to reappropriation. The term "surplus funds" refers only to those funds that have not been committed for costs or

purposes by purchase order, contract, or other formal documentation within the Agreement's term.

23. **PERFORMANCE REVIEW.** The performance of this Agreement shall be subject to review by the County or its designated agent. Contractor agrees to file all required forms with the County. The parties recognize that all books, records, accounts, and any other documents in the possession of the County relative to the funding of this Agreement, are public records and open for inspection and photocopying in accordance with Chapter 610, R.S.Mo.

24. **DISCONTINUANCE OF PROGRAM.** In the event Contractor should elect to discontinue this program, or file for bankruptcy, or participate in a reorganization, or go out of existence, or should a court of competent jurisdiction render a final decision in any way invalidating this Agreement or its purposes, Contractor shall remit any proceeds of this Agreement as are unexpended to the County.

25. **INCORPORATION.** This Agreement incorporates the entire understanding and agreement of the parties.

(Signature Page to Follow)

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 14th day of May, 2020.

APPROVED AS TO FORM:

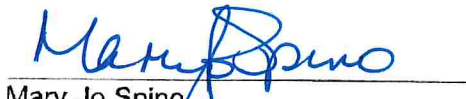
JACKSON COUNTY, MISSOURI

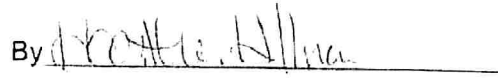

Bryan O. Covinsky
County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

GREATER KANSAS CITY COALITION
TO END HOMELESSNESS



Mary Jo Spino
Clerk of the Legislature

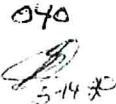
By 
Title Executive Director

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 \$450,000.00, which is hereby authorized.

5-14-2020
Date


Director of Finance and Purchasing
Account No. 002-1404-56790

040

5-14-20

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 **Greater Kansas City Coalition To End Homelessness**, 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, **Greater Kansas City Coalition To End Homelessness**, 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.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2020. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

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Matthew T. Watkins
Authorized Representative's Signature
Executive Director
e

Heather Hoffman
Printed Name
5/14/2020
Date

Subscribed and sworn before me this 14 day of May, 2020. I am commissioned as a notary public within the County of Wyandotte, State of Kansas, and my commission expires on May 7, 2023.

Matthew T. Watkins
Signature of Notary

May 14, 2020
Date

