

RG-R
11/4/10

R. 17217

AGREEMENT
(Housing Resources Commission)

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, A Constitutional Home Rule Charter County of the First Class of the State of Missouri, acting by and through its **Housing Resources Commission**, hereinafter referred to as "**the County**" and **BENILDE HALL**, 3220 East 23rd Street, Kansas City, MO 64127, a Missouri not-for-profit corporation, hereinafter referred to as "**Contractor**".

WHEREAS, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with **the County's** Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and

WHEREAS, **the County** actually imposed said fee by Ordinance No. 1986, dated June 10, 1991; and

WHEREAS, by Ordinance No. 2030, dated September 3, 1991, the Legislature created the Housing Resources Commission and designated said Commission as the agency of **the County** responsible for determining the allocation and distribution of the proceeds of the user fee; and

WHEREAS, the Commission has reviewed **Contractor's** proposal for the expenditure of County user fee funds for the purpose of providing assistance to homeless persons in Jackson County; and

WHEREAS, the Commission 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

FILED

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MARY JO SPINO
COUNTY CLERK

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 persons in Jackson County, Missouri. **Contractor** agrees to use the funds as set out on the Expenses and Budget Narrative, attached hereto as Exhibit No. 1.

2. **PAYMENT**. **The County** shall pay to **Contractor** a total amount not to exceed \$2,500.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. An amount not to exceed one quarter of this sum, or \$625.00, shall be paid to **Contractor** on a quarterly basis for the periods ending March 31, 2010, June 30, 2010, September 30, 2010, and December 31, 2010, upon receipt of **Contractor's** invoice, provided that **Contractor** has submitted to **the County** the report(s) required under Paragraph 4 and Paragraph 6 hereof. Payment for the first, second, and third quarters will be issued within 30 days after the contract has been executed by all necessary parties.

3. **EXECUTION**. **Contractor** shall execute all necessary contract documents by October 31, 2010.

4. **REPORTS/OTHER DOCUMENTATION**. Within 30 days after the conclusion of each calendar quarter under this Agreement, **Contractor** shall submit a quarterly report and/or other 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 Housing Resources Commission staff to establish that funds paid to **Contractor** by **the County** are being used for the purpose of providing assistance to homeless persons in Jackson County, Missouri. 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 quarter. The reports for the first, second, and third quarters shall be submitted within 30 days after the conclusion of the third quarter. The final request for payment shall include a Quarterly Report and an Annual Report, which shall set out the program objectives and accomplishments, and a final reconciliation of funds. Section 67.1071, R.S.Mo., specifically requires the Annual Report to include "statistics on the number of persons served by the agency, and shall include the results of an independent audit of expenditures of funds received by **Contractor** pursuant to this Agreement. Failure to submit said reports, including the Annual Report, shall result in the loss of future funding by **the County**.

5. **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. 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 normal duties, 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. **Contractor** shall not commingle **the County's** funds and shall keep funds received under this Agreement separate from all other **Contractor** funds and accounts until expended as herein provided.

6. **SUBMISSION OF DOCUMENTS**. No payment shall be made under this Agreement unless **Contractor** 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) **Contractor's** IRS Form 990 from the previous fiscal or calendar year; (3) a statement of **Contractor'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 **Contractor** has previously received funding from the County, to be eligible for future payments, **Contractor** must submit either an audited financial statement for **Contractor'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 **Contractor** is out of compliance on any other County contract, or has not paid county taxes on all properties owned by **Contractor** and assessed by **the County**.

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. Further, **Contractor** 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 **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 (10) days written notice, setting forth the default. If said

default shall continue and not be corrected by **Contractor** within ten (10) 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. **TERM**. The term of this Agreement shall commence January 1, 2010, and shall continue until December 31, 2010.

10. **LIABILITY**. No party to this Agreement shall assume any liability for the acts of the other party, its officers, agents or employees.

11. **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.

12. **INFORMATIONAL REPORTING**. A representative of **Contractor** shall attend meetings of the County Legislature and the Housing Resources Commission when so requested by either of the above-referenced entities. The representative shall be prepared to answer any questions concerning payments made pursuant to this Agreement.

13. **TERMINATION**. Except as provided in Paragraphs 8 and 18 hereof, this Agreement may be terminated by either of the parties upon thirty (30) days written notice to the other party.

14. **SURPLUS FUNDS**. Any surplus funds not spent at the end of this Agreement term shall be returned to **the County** by the fifteenth (15th) 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 term.

15. **PERFORMANCE REVIEW.** The performance of this Agreement shall be subject to review by **the County** or its designated agent. **The County's** Housing Resources Commission Director shall review the performance of this Agreement according to his/her responsibilities. **Contractor** agrees to file all required forms with the Housing Resources Commission Director. The Housing Resources Commission may provide to **Contractor** a list identifying specific areas funded by the proceeds of this Agreement to be reviewed or audited. The Housing Resources Commission and **Contractor** shall agree on the definition and scope of a review audit of each specific area identified. **Contractor** shall conduct internal review of each specific area identified and shall provide its findings to the Commission. 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.

16. **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.

17. **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.

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

19. **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**.

20. **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.

21. **COMPLIANCE WITH RFP.** At all times in connection with the performance of its services hereunder, **Contractor** agrees to comply with and abide by the General Conditions, Specifications and Guidelines contained in **the County's** RFP No. 6-10. Failure to comply with the terms of the RFP shall be a breach, remediable under Paragraph 16 hereof. In the event of a conflict between any provision of this Agreement and a provision of the County's RFP No. 6-10, the provision of this Agreement shall govern.

22. **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.

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

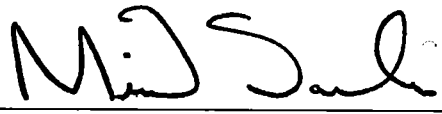
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 3 day of November, 2010.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



William G. Snyder
Acting County Counselor

By 


Michael D. Sanders
County Executive

ATTEST:

BENILDE HALL



MARY JO SPINO
Clerk of the Legislature

By 

Title Executive Director
Federal Tax I.D. 43-1795790

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 \$2,500.00 which is hereby authorized.

October 29, 2010
Date

D. Jay Thom
Director of Finance and Purchasing
Account# 043-7001-6789
70012010 011

EXPENSE AND BUDGET NARRATIVE

BENILDE HALL
(Name of Agency)

Contractor shall provide the following assistance to homeless persons for a total of \$2,500.00.

Bed Nights @ \$50 per night for a single person and \$100 per night for a family.

TOTAL CONTRACT SERVICES: \$2,500.00