

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, **WESTSIDE COMMUNITY ACTION NETWORK CENTER, INC. 2038 JEFFERSON KANSAS CITY, MO 64108**, hereinafter referred to as “Organization”.

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Westside CAN Center Prevention Program; 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 Organization respectively promise, covenant, and agree with each other as follows:

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

1. **Services**. Organization shall provide services Westside CAN Center Prevention Program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is July 1, 2020, through December 31, 2020, and as such, all expenditures must occur within this period. The budget Organization submitted, attached hereto as Exhibit B, is considered final and non-changeable.

2. **Terms Of Payment**. The County agrees to pay Organization the total amount of **\$32,445.00** in two installments of **\$16,222.50**, with the first payment in

FILED
AUG 07 2020
MARY JO SPINO
COUNTY CLERK

advance upon execution of this Agreement; The remaining payment shall be made upon the County's receipt of a report or reports in the format set out in paragraph 3 hereof, documenting the expenditure of \$32,445.00. 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 Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of the calendar year, Organization shall submit a final reconciliation report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Department of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The annual report shall summarize all of Organization's activities pursuant to this Agreement.

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

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization 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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization.

4. **Submission of Documents**. No payment shall be made under this Agreement unless Organization shall have submitted to the County's Department of Finance and Purchasing through the Jackson County Outside Agency portal accessible on www.jacksongov.org/auditor: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization'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 Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Any documents described herein which were submitted to the Department 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

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

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

B. Organization and Organization'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 Persons Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized person 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, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, 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 Organization pertaining to this Agreement. Further, Organization 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 Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization 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 Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds**. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization 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 Organization 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**. Organization 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**. Organization 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 Organization during the performance of this Agreement.

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

A. Organization 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. Organization 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. Organization 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 July 1, 2020, and shall continue until December 31, 2020, 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 Organization 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 Organization 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 Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard of Care**. Organization 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**. Organization 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 and
Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

**Westside Community Action Network
Center, Inc.**
Jorge Coromac
2038 Jefferson
Kansas City, MO 64108
(816) 842-1298

18. **Affirmative Action 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. Organization 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.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

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

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization 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.** Organization 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 Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

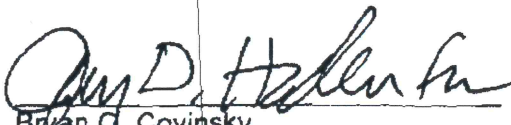
22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.


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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 7th day of August, 2020.

APPROVED AS TO FORM:


JACKSON COUNTY, MISSOURI

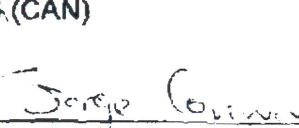

Bryan G. Covinsky
County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

WESTSIDE COMMUNITY ACTION NETWORK, INC. (CAN)



Mary Jo Spino
Clerk of the Legislature

By 
Title Director
Federal Tax I.D. 43-1718317

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 \$32,445 00, which is hereby authorized.

7-21-2020
Date


Director of Finance and Purchasing
Account No 001-5023-56790

PC #50232020002

WORK AUTHORIZATION AFFIDAVIT

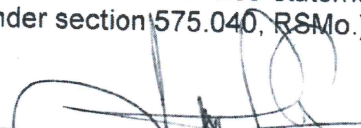
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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 **Westside Community Action Network Inc (CAN)**, 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, **Westside Community Action Network Inc (CAN)**, 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
Director

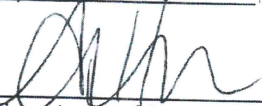
Title

Jorge Corrales

Printed Name
7-20-20

Date

Subscribed and sworn before me this 20th day of JULY, 2020. I am commissioned as a notary public within the County of JACKSON, State of MISSOURI; and my commission expires on 07/23/2022.



Signature of Notary

7/20/2020

Date

ALEJANDRA HUDSON
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 07-23-2022
COMMISSION# 18657514



We're Better Together

Westside Community Action Network

Neighbors + Businesses + Social Services + Faith Groups + Government Together

2130-B Jefferson Street, Kansas City, MO 64108

O: 816.842.1298 – Fax: 816.842.1241 -

Email: info@westsidecan.org www.westsidecan.org

EXHIBIT

tabbles

A

Westside CAN Center mission is to facilitate the creation of a safe, healthy, viable, civically-engaged neighborhood in which to live, play and work. WCAN has been serving the Westside community in KCMO since 1994 and received its 501.c.3 tax-exempt status in 1997.

As the Westside CAN Center lease will end at 2130 Jefferson on June 30, WCAN would like to operate at 2038 Jefferson.

This house is located in Zone B3.2

It was 2 bedrooms, a family room, a kitchen, 1 bathroom, small basement (not finish) and a 24x50 foot back yard.

WCAN will use the area as follows:

5 total people

One room (front of the house) for the 2 KCPD officers

One room (middle of the house) for the Neighborhood Preservation Inspector

One room (former Kitchen) for the Westside CAN Center office for Director Jorge Coromac and Volunteer coordinator Barb Bailey.

Conditions and updates at 2038 Jefferson

House inside is in great condition.

- Painting walls and trim.
- A certified electrician did an assessment. The electrician concluded that the electric capacity of the house is in good condition. Minor update of lights was recommended to have better lighting in each of the rooms.
- In the kitchen, the sink, electric stove and refrigerator were removed. WCAN Director office will be in this space.
- Back yard was cleaned up.
- Roof and gutters will be replaced soon.
- Windows are in great condition.
- Outside of house will be painted soon.

WCAN Programs

Because the coronavirus pandemic, all programs had been modified following KCMO City, MO Health Department and CDC recommendations. We are implementing our programs as follows:

Virtual

Online service

Phone service

By appointment only

No large meetings are been held. For future community meetings, WCAN will coordinate with Tony Aguirre Community Center or Irene H Ruiz Branch Library.

Community Policing Program

The two officers will continue implement the community policing program. Their focus is for the community to continue all prevention programs.

Neighbor Preservation Inspector

The Neighbor Preservation Inspector will continue serving the residents and be available case by case.

Day Labor Workers

This program will remain in the same area where it has been located for the last 18 years (under the I-35 Bridge). Patrons are already familiar with the program and this location. WCAN will continue overseeing the area under the bridge. This includes keeping the area clean, graffiti removal and directing the homeless population to the different services available for them in the metro area.

Below are more of the programs that WCAN provides:

New services/programs for 2020

- Delivery of grocery boxes to 350 families
- Covid-19 prevention kits (gloves, masks, hand sanitizer)
- Facilitate Covid-19 test
- Educational chicken coop above Tony Aguirre Community Center
- Educational butterfly garden and raining garden at Tony Aguirre Center
- Virtual advice to provide assistance in regards taxes, immigration, DACA, Domestic violence, Coronavirus test-resources.
- Increase online services in regards blue bags/adopt-a-street/adopt a bridge program, dumpster day, illegal dumping, ADA ramp regulations for home and business, domestic violence and bullying.
- Virtual policing orientation for children, youth and families.
- Increase partnership with medical providers to focus on covid-19 prevention, tests and tracing/care.
- Procure grants and funding to support families with rent/mortgage/home taxes payments, cell/telephone bill/utilities, food assistance, transportation assistance, job assistance.

Regular programs of the Westside

- Community Policing Program with two KCPD officers from 6 am to 3 pm Monday to Friday and 6 to 12 noon Saturdays
- Partnership with Global Ties and Ft. Leavenworth Studies Program promoting on International level Community Policing Program.
- Code inspector (variable hours-depending on inspections and cases.)
- Blue Bags program and adopt the street program
- Dumpster days (twice a year) under the bridge area located in front of 2130 Jefferson St.
- Christmas toys for tots for 435 children of the Westside age 0 to 17 at Tony Aguirre Community Center.
- Backpacks to 350 students K-12 at the Tony Aguirre CC
- Online OSHA and Labor Law training to DLW
- Online Legal-Aid training to DLW and Westside residents
- Summer activities that include - Jarboe pool picnic-reading program and day camp scholarship
- Graffiti and tire program
- Online Talk to the Doctor-Talk to the Nurse aims to provide access to diabetes education, hearing aid, blood pressure. etc.
- Dental care appointments
- Online ESL classes
- Online or by appointment -Home Taxes education and assistance to complete quad program.
- Community Orchard with 135 fruit trees
- 4 bee hives - education and maintenance and Community educational vegetable garden above Tony Aguirre Community Center
- Community PIAC applications and follow up for implementation
- Assist neighbors in regards 311, bulky items, illegal dumping, suspicious activity, homeless around Westside.
- Maintain a proactive communication with 3 Westside Associations and keep the neighbors informed with the weekly e-news and the WCAN Facebook.
- Promoting civic engagement with City and Jackson County
- Online Mental Health group therapy
- Online AA program



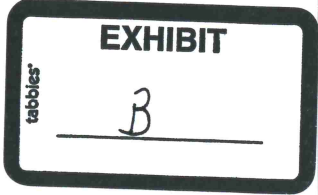
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Email: info@westsidecan.org www.westsidecan.org



WCAN-Project description

Westside CAN Center is planning to move programs and services to 2038 Jefferson Street, Kansas City, MO 64108 beginning July 1st 2020. The 2038 Jefferson house is zoned B3.2. In this house, WCAN will be able to continue the implementation of the Community Policing Program, City Codes Inspector Enforcement Office and the community outreach.

For the last 26th years the Westside CAN Center has been a pillar for the implementation of the community policing program. This program focuses on building ties and working closely with members of the community. The main focus is to allow police to feel like the public can trust them and work in a proactive partnership with Westside neighbors to identify and solve problems.

The last 26 years has been a challenge. However, with the strong partnership with Westside patrons that include the City of KCMO, KCPD, Jackson County, Parks/Recreation, libraries, schools, churches, businesses, government and non-social service organizations, Westside CAN Center has created a unique platform for the growth of new entrepreneurs, new businesses, restaurants, investors and many more opportunities to come.

2038 House Project – Funding Request

Westside CAN Center is hoping to partner with Jackson County to obtain \$32,445.00 to update the 2038 house. The 2038 house includes the following:

- ✓ 3 office spaces
- ✓ 1 bathroom
- ✓ 1 reception area
- ✓ 1 small storage space
- ✓ 1 back lot measuring 24 x 50 feet

WCAN – Funding request:

New roofing	\$ 6,495.00
Minor electrical repairs (not permit require)	\$ 3,000.00
Concrete for backyard/storage/front driveway	\$12,500.00
Gravel for 2 containers (base)	\$ 500.00
Exterior paint 2038 Jefferson	\$ 3,950.00
Pour concrete on basement floor	<u>\$ 6,000.00</u>
Total	\$32,445.00