

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County called "the County" and **Black Archives of Mid-America, 1722 E. 17th Terr., Kansas City, MO 64108**, hereinafter referred to as "Organization," is entered into this 6th day of January, 2022.

WHEREAS, the County and Organization desire to support Organization founded in 1974 for the purpose of collecting, preserving, and presenting to the general public documents, artifacts, and stories relating to the African-American experience; and,

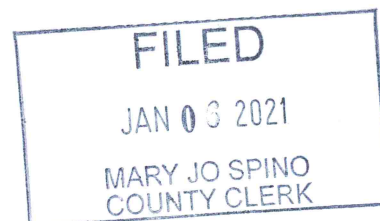
WHEREAS, the particular program the County wishes to support with this Agreement is the production of a documentary film on the desegregation of golf courses in the Kansas City area; and,

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 produce a documentary film on the desegregation of golf courses in the Kansas City metropolitan area, 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 December 1, 2021, through May 31, 2022, and as such, all



expenditures must occur within this period. The budget Organization submitted, attached hereto as Exhibit A is considered final and non-changeable. The County's funds will be applied towards the cost of the budget items highlighted in Exhibit B.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$10,000.00**, at the conclusion of the delivery of services. Payment shall be made upon the County's receipt of the Organizations final report and invoice. Payment will not be processed until the Organization's final program report has been completely reconciled. The County reserves the right to audit all invoices and to reject any invoice for good cause. 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 each calendar quarter under this Agreement, Organization shall submit a quarterly report through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, itemized credit card receipts and credit card statements showing proof of purchase and proof of payment 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 final report is due by June 30, 2022 and shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this final report shall disqualify Organization from future funding by the County. Any unspent funds under this Agreement not invoiced by Organization within 30 days from the expiration of this Agreement shall be forfeited and not be paid.

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 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 submit an Affirmative Action Plan or Equal Employment Opportunity statement as required by the County Compliance Review Office. 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 Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization 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, 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 December 1, 2021, and shall continue until May 31, 2022, 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 & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Black Archives of Mid-America

1722 E. 17th Terr.
Kansas City, MO 64108
(816) 221-1600

18. **Compliance Review.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Office and staff shall review this contract according to its responsibilities including site visits to any and all agencies. Organization agrees any display of hostile behavior, refusing and/or hindering a site review by any employee or staff member shall be grounds for suspension, termination or disqualification of this Agreement. 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.

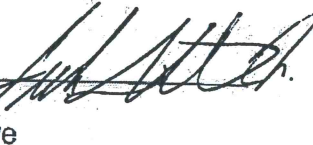
23. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 6th day of January, 2022.


APPROVED AS TO FORM:

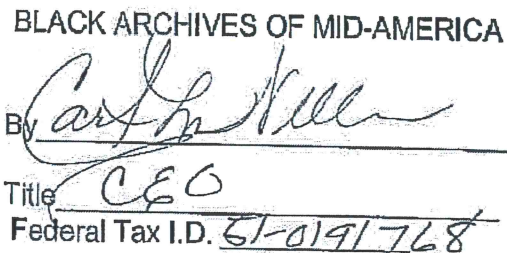
JACKSON COUNTY, MISSOURI


County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

BLACK ARCHIVES OF MID-AMERICA
By 
Title CEO
Federal Tax I.D. 51-0191768

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 \$10,000.00, which is hereby authorized.

1-6-2022
Date


Director of Finance and Purchasing
Account No. 300-1001-56080

CT 100121003 MR

November 4, 2021

Mr. Frank White, Jr.
County Executive
415 E. 12th Street, Floor 2
Kansas City, MO 64106-2706

Dear Mr. White and the Jackson County Legislators:

The Black Archives of Mid-America in Kansas City is requesting sponsorship of \$10,000.00 for our documentary on the Desegregation of Golf Courses. The Black Archives is grateful for your generous support for this project. Your support allows us to make a quality film that discusses the eradication of systemic racism on the public golf courses of our city and county.

The Black Archives of Mid-America engages people from throughout the Greater Kansas City area, the County and, indeed, throughout the country and around the world. Your support will help us remain at the forefront in collecting, exhibiting, and educating our community.

Please don't hesitate to contact us with any questions or for further information. You can certainly contact me, Dr. Carmaletta Williams, CEO of the Black Archives and James Watts, Ombudsman.

Sincerely,

Carmaletta M. Williams, Ph. D.
CEO



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|------------------------|---------|
| tabbles | EXHIBIT |
| | A |
| 1722 E 17TH TERRACE | |
| KANSAS CITY, MO 64108 | |
| (816) 221-1600 | |
| INFO@BLACKARCHIVES.ORG | |
| WWW.BLACKARCHIVES.ORG | |

The Black Archives of Mid-America in Kansas City is working to create a documentary on the desegregation of golf courses and the effect that discrimination in the game had on Black folk. This is a project that we sincerely want to develop because this separation caused a deep chasm for Black sportsmen and businessmen, in particular, to cross.

The film will be centered in Jackson County, MO but will address discrimination in golf across the country. As our society has come to acknowledge, many business and other decisions are made on the golf course. Blacks were excluded from participating in this decision-making process as they were relegated to segregated courses or different tee times. This form of systemic racism extended into the mid-Twentieth century and beyond. For example, in 1950 in St. Louis, a judge ruled that Black golfers could play until noon, at which time a bell was rung signaling that they must leave. Well before the Modern Civil Rights Movement heralded by the lynching of Emmett Till in 1955, the Montgomery Bus Boycott and lunch-counter sit-ins, the Heart of America Golf Club in 1939 sued and won the right to play public courses. Now, this decision did not mean that the local courses happily opened their gates for Black golfers.

This documentary will lay out the history of golf's reception for the Black community in honest, and fair ways. In addition to its discriminatory past, we will focus on the present and future for People of Color to engage in the sport. By no means do we think that our work will negate the importance of golf courses as the places where business and civic leaders come to agreements that affect us all. We intend for this documentary to be forward looking. We want our community to understand that they can pull this societal sector outside of the world of systemic racism to be inclusionary.

Golf is self-exclusionary in one sense because it is costly. Many urban people, especially young ones, just cannot afford the costs for lessons, green fees and equipment. In this documentary we will showcase how golf can be more inclusive by spotlighting local groups that assist young people learning the sport with coaching and monetary issues. Golf is character building, a disciplined sport. In the words of legendary golfer Tiger Woods, "No matter how good you get, you can always get better—and that's the exciting part." We also want to make the point that golf is not a "White" sport. Long before Tiger Woods Black people played golf. We want to enhance the legacy of legendary golfers like Charlie Luther Sifford (1922-2015), who lays out the condition of golf for Black people when he says, "I don't smile much, and I never laugh. If you'd been through what I've been through you wouldn't be smiling, either." We will explicate what he had been through.

Only in speaking the truth about systemic racism and racial injustices can we heal as a community and as a nation. We want to confront it, address it, and provide a means for healing the rifts in our communities.

I assure you that your largess and that of Jackson County will be acknowledged in all areas of the work. We appreciate your support with this project.

| PRODUCTION PLANNING | | | | |
|------------------------------|-----|--------|--------|--------|
| RESEARCH | | 8000 | | 3,075 |
| PRE PRODUCTION SCRIPT WTG | | 8000 | | 3,075 |
| WRITER | | 5000 | | 1,925 |
| RESEARCH SHOOT | | 5000 | | 1,925 |
| ACQUISITIONS | | 3500 | 29500 | 10,000 |
| PRODUCTION | | | | |
| PRODUCER | | 20000 | | |
| PRODUCER/DIRECTOR | | 25000 | | |
| DIRECTOR OF PHOTOGRAPHY | | 12000 | | |
| DIRECTOR OF SOUND | | 8000 | | |
| ASSOC PROD - FIXER | | 20000 | | |
| CONSULTANTS | | 20000 | | |
| SOUND RECORDING | | 4200 | | |
| CAMERA PACKAGE | | 7200 | | |
| LIGHTING & EQUIPMENT | | 4800 | | |
| KEY GRIP | | 4200 | | |
| PRODUCTION ASSISTANT | | 1800 | 127200 | |
| POST-PRODUCTION | | | | |
| EDITOR PICTURE/SOUND | | 24000 | | |
| SUPERVISING EDITOR | | 9000 | | |
| OFFLINE EDITING SUITE RENTAL | | 19200 | | |
| TRANSCRIPTION INTERVIEWS | | 3000 | | |
| ARCHIVAL FOOTAGE | | 8000 | | |
| TRANSFERS & CONVERSIONS | | 3500 | | |
| TALENT FEE - NARRATOR | | 2500 | | |
| MASTERS | | 1000 | | |
| COMPUTER GRAPHICS/TITLES | | 6000 | | |
| ANIMATION | | 3500 | | |
| ON-LINE EDITING | | 12000 | | |
| ORIGINAL MUSIC COMPOSITN | | 7500 | | |
| SOUND MIX | | 5250 | 104450 | |
| ADMINISTRATIVE COSTS | | | | |
| BOOKKEEPING | | 4800 | | |
| LEGAL SUPPORT | | 5000 | | |
| OVERHEAD & ADMIN COSTS | | 12500 | 22300 | |
| SUBTOTAL | | 283450 | 293450 | |
| CONTINGENCIES | 10% | 28345 | 28345 | |
| PROJECT TOTAL | | 311795 | 321795 | |

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EXHIBIT

B

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 **Black Archives of Mid-America**, 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, **Black Archives of Mid-America**, 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.)

Carl M. Miller
Authorized Representative's Signature
CEO
Title

CAVALIERA M WILLIAMS
Printed Name
Jan 7, 2022
Date

Subscribed and sworn before me this 4 day of January, 2022. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Jan 11, 2022.

Sherry F Goucher
Signature of Notary

1-4-22
Date

