

REQUEST FOR LEGISLATIVE ACTION

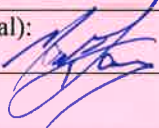
Completed by County Counselor's Office:

Res/ No.: 19741

Sponsor: Crystal Williams

Date: February 26, 2018

SUBJECT	Action Requested ☒ Resolution ☐ Ordinance Project/Title: <u>A Resolution authorizing the County Executive to execute Cooperative Agreements with Synergy Services, Hope House, New House and Rose Brooks domestic violence shelters in order to provide assistance to victims of domestic violence during 2018, at an aggregate cost to County not to exceed \$131,454.00.</u>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$131,454.00</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$131,454.00</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$219,092.00</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO 041-7101-56790 Domestic Abuse Fund Domestic Violence Assistance Other Contractual Services</td><td>FROM ACCT 041-7101-56790 \$131,454.00 TO ACCT</td></tr></table> * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: ☐ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): \$182,421.00 Prior Year Actual Amount Spent (if applicable): \$182,000.00	Amount authorized by this legislation this fiscal year:	\$131,454.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$131,454.00	Amount budgeted for this item * (including transfers):	\$219,092.00	Source of funding (name of fund) and account code number; FROM / TO 041-7101-56790 Domestic Abuse Fund Domestic Violence Assistance Other Contractual Services	FROM ACCT 041-7101-56790 \$131,454.00 TO ACCT
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 19384 dated 2/6/2017, 19075 dated 2/22/2016 and 19215 dated 7-18-16										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Sue Akers, 881-1569										
REQUEST SUMMARY	Pursuant to section 8700, <u>Jackson County Code</u>, the Board of Domestic Violence Shelters was established to administer the distribution of fees collected pursuant to state statutes and the Code. Fees to support the domestic violence shelters come from \$5 on each marriage license application and \$2 on each civil court filing. The Board is required to distribute funds twice a year. The Board of Domestic Violence Shelters met on December 13, 2017, and voted to recommend an allocation of \$131,454.00 of the projected 2018 budget revenues to be awarded as follows: Synergy Services - \$14,460.00 Hope House - \$38,998.00 New House - \$38,998.00 Rose Brooks - \$38,998.00 The Board will meet again in June 2018 to determine the allocation for the second half of 2018.										

CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS		
REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i> 	Date: <i>2/8/18</i>
	Division Manager:	Date:
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

This expenditure was included in the Annual Budget.

Date: February 8, 2018

RES # 19741

[illegible]

 2/15/18
County Auditor / Budget Officer

COOPERATIVE AGREEMENT
(Board of Domestic Violence Shelters 2018)

THIS COOPERATIVE AGREEMENT ("Agreement") made, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, acting upon the recommendation of its Board of Domestic Violence Shelters, hereinafter referred to as "the County," and **NEWHOUSE** , a Missouri not-for-profit corporation, hereinafter referred to as "Contractor."

WHEREAS, pursuant to section 8700., Jackson County Code, 1984, the Board of Domestic Violence Shelters was established to administer the distribution of fees collected pursuant to state statues and the Code; and,

WHEREAS, the County, at the request of the Board, solicited proposals under Request for Proposals ("RFP") No. 73-17 and received a total of four responses thereto; and,

WHEREAS, the Board has reviewed Contractor's proposal for the expenditure of County domestic violence fee proceeds during 2018 for the purpose of providing assistance to victims of domestic violence in Jackson County and made recommendations as to the distribution of the domestic violence fees; and,

WHEREAS, the Board 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 victims of domestic violence in Jackson County.

2. **PAYMENT.** The County shall pay to Contractor the actual amount of \$38,998.00, as recommended by the Board for the purpose of providing assistance to victims of domestic violence.

3. **REPORTS/OTHER DOCUMENTATION.** Contractor shall submit annual reports on or before the thirty-first day of March of the year following the year in which the Contractor receives funds. The annual report shall include statistics on the number of persons served by the Contractor; the relationship of the victim of domestic violence to the abuser; the number of referrals made for medical, psychological, financial, educational, vocational, child care services or legal services; and shall include the results of an independent audit. No information contained in the report shall identify any person served by the Contractor or enable any person to determine the identity of any such person. Failure to submit an annual report shall result in the loss of eligibility for future funding by the County. Contractor shall also provide to the County invoices and checks and other documentation as may be requested by the Board of Domestic Violence Shelters to the County's Director of Finance and Purchasing to show that funds paid to Contractor by the County were used for the purpose of providing assistance to victims of domestic violence. If the reports submitted do not satisfactorily demonstrate appropriate expenditures of County funds, subsequent payments are subject to downward adjustment in future payments or future agreements to reflect the amounts actually spent on allowable services under the previous payment period or agreement.

4. **SUBMISSION OF DOCUMENTS.** No payment shall be made under this contract unless the contracting agency shall have submitted to the County all information

requested in Request for Proposals No. 73-17. No payment shall be made if the Contractor agency is out of compliance on any other County contract.

5. **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 the expenditure of these funds may be changed from time to time.

6. **DEFAULT.** If Contractor shall default in the performance or observation of any covenant, term, or condition herein contained which are 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 10 days after receipt of notice from the County, the County may at its election terminate the 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.

7. **TERM.** The term of this Agreement shall commence upon January 1, 2018, or upon its execution thereafter, and shall terminate as of December 31, 2018.

8. **LIABILITY AND INDEMNIFICATION.** Neither party to this Agreement assumes any liability for the acts of the other party, its officers, or employees. Contractor shall indemnify, defend and hold 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.

Contractor warrants that it will perform the Services in accordance with the standards of care and diligence normally practiced by domestic violence shelters in performing services of a similar nature in existence at the time of performance of the services.

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 of this Agreement.

10. **INFORMATIONAL REPORTING**. A representative of Contractor shall attend meetings of the County Legislature and the Board of Domestic Violence Shelters 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.

11. **TERMINATION**. Except as provided in paragraphs 6, 14 and 17 hereof, this Agreement may be terminated by either of the parties upon thirty days written notice to the other party.

12. **SURPLUS FUNDS**. Any surplus funds not spent at the end of the 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 re-appropriation. The term "surplus funds" refers only to those funds that have not been committed for costs or purchases by purchase order, contract, or other formal documentation within the Agreement term.

13. **INSPECTIONS BY AUDITORS AND THE COUNTY COMPLIANCE REVIEW**

OFFICER. The performance of this Agreement shall be subject to review by the County or its designated agent. The County Compliance Review Officer shall review the performance of this Agreement according to her responsibilities as set out in Chapter 6 of the Jackson County Code. Contractor agrees to file all forms with the Compliance Review Officer required by Chapter 6. The Board of Domestic Violence Shelters may provide to Contractor a list identifying specific areas funded by the proceeds of this Agreement to be reviewed or audited. The Board of Domestic Violence Shelters and Contractor shall agree on the definition and scope of a review audit of each specific area identified. Contractor shall conduct internal audits of each specific area identified and shall provide its findings to the Board. If the Board of Domestic Violence desires additional study, after the in-house audit provided above, the parties shall engage a mutually agreeable outside auditing firm to conduct further audits of each specific area identified, sharing costs equally. 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, RSMo.

14. **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.

15. **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.

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

17. **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. In the event that no funds or insufficient funds are appropriated and budgeted by the Jackson County, Missouri governing body to satisfy the obligations of the County under this Agreement for any fiscal period, and funds are not otherwise available by any means whatsoever, in any fiscal period in which payments are due as provided in this Agreement, then County may, not less than sixty (60) days prior to the end of such applicable fiscal period, notify Contractor in writing of such occurrence. Upon such notification, this Agreement may thereafter terminate and be

rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County of any kind, except as to (i) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) County's other obligations and liabilities under this agreement relating to, accruing or arising prior to such termination.

Notwithstanding the foregoing, County agrees that it will under take all reasonable efforts to obtain appropriations of funds for any fiscal periods during which this Agreement is scheduled to remain in effect.

18. **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 A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

19. **CONFIDENTIALITY.** Contractor's records concerning the identities of those participating in its programs shall be strictly confidential; 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.

20. **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. 73-17. Failure to comply with the terms of the RFP shall be a breach, remediable under paragraph 14 hereof. In the event of a conflict between any provision of this Agreement and any provision of RFP No. 73-17, the provision of this Agreement shall govern.

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement
this ____ day of _____, 2018.

JACKSON COUNTY, MISSOURI

NEWHOUSE

By _____
Frank White, Jr.
County Executive

By _____
Title _____
Federal ID No. 43-0962293

APPROVED AS TO FORM

ATTEST

By _____
W. Stephen Nixon
County Counselor

By _____
Mary Jo Spino
Clerk of the Legislature

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 \$38,998.00 which is hereby authorized.

Date

Chief Administrative Officer
Account No. 041-7101-56790

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 **NEWHOUSE** 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, **NEWHOUSE**, 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 _____, 2018. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date