AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN ST. CHARLES COUNTY AND PROJECT COPE, A MISSOURI NOT FOR PROFIT CORPORATION, D/B/A CONCORDANCE ACADEMY OF LEADERSHIP, AT A COST OF $100,000 PER YEAR FOR THREE YEARS SUBJECT TO FUTURE APPROPRIATIONS

WHEREAS, pursuant to the St. Charles County Charter, Article II, Section 2.510, the County Council shall have the power to appropriate money for the payment of debts and expenses of the County for any public purpose; and

WHEREAS, St. Charles County, as a political subdivision of the state of Missouri, has determined that its citizens have need of the services offered by Project Cope, a Missouri Not For Profit Corporation, d/b/a Concordance Academy of Leadership (hereinafter “Agency”) and that the most efficient manner of obtaining these services is by a cooperative relationship with Project Cope, d/b/a Concordance Academy of Leadership; and

WHEREAS, Project Cope, a Missouri Not For Profit Corporation, d/b/a Concordance Academy of Leadership shall provide services to persons who have returned or are about to return from prison to reside in St. Charles County, including education and job readiness, employment, substance abuse treatment, mental health treatment,
cognitive and life skills, education, housing, life in the community assistance, and care coordination; and

WHEREAS, the Agency will provide these services to no less than six (6) such persons per year; and

WHEREAS, in consideration of Agency meeting the obligations of this Agreement, St. Charles County shall pay the sum of One Hundred Thousand Dollars ($100,000) per year to Agency, and said amount shall be due within thirty (30) days of County’s receipt of an invoice for such amount, as stated in the Agreement; and

WHEREAS, the St. Charles County Charter, Article III, Section 3.608 (2014) provides that the County Executive shall ensure contracts are faithfully performed and cause to be instituted in the name of the County appropriate actions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Council hereby authorizes the County Executive to execute the Agreement for Services Between St. Charles County and Project Cope, d/b/a Concordance Academy of Leadership for services in 2016 at a cost of $100,000, with renewals for two additional years subject to allocation of funding in the 2017 and 2018 Annual Budgets.

Section 2. That funds for said Concordance Program have been appropriated for such project in the General Fund Budget as a Non-Departmental line item 0019800-43157.
Section 3. The agreement shall be substantially the same in form and content as that attached hereto as Exhibit A and incorporated herein.

Section 4. Compliance with the terms of the Agreements identified in this ordinance shall be the responsibility of the County Executive.

Section 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR
AGREEMENT FOR SERVICES
BETWEEN ST. CHARLES COUNTY AND
PROJECT COPE, d/b/a CONCORDANCE ACADEMY OF LEADERSHIP

This Agreement is made and entered into between ST. CHARLES COUNTY, MISSOURI (hereinafter "County") and PROJECT COPE, a Missouri Not for Profit Corporation, d/b/a CONCORDANCE ACADEMY OF LEADERSHIP (hereinafter "Agency"), for services to the citizens of St. Charles County as specified below, subject to the following terms and conditions.

ARTICLE I - GENERAL TERMS

The Agency shall provide services to persons who have returned or are about to return from prison to reside in St. Charles County including education and job readiness, employment, substance abuse treatment, mental health treatment, cognitive and life skills education, housing, life in the community assistance, and care coordination. The Agency agrees that it will provide these services to no less than six (6) such persons per year. The Agency shall continuously operate its services for the term of this agreement, and will reimburse to the County a pro rata portion of funds awarded in this Agreement if the Agency voluntarily ceases to do so.

ARTICLE II - LIABILITY

The Agency shall indemnify, protect and hold harmless St. Charles County, Missouri, from and against the loss, cost, claims, demands, damage and or expense (including its actual attorney’s fees, or a reasonable attorney’s fee for services provided by the County
Counselor’s Office if no outside counsel is hired) arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the negligent, intentional, wrongful, wanton or willful acts or omissions of the Agency, its agents, servants or employees, in the performance of this Agreement. Notwithstanding the foregoing, nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity or any other immunities or defenses of St. Charles County, Missouri.

ARTICLE III - ACCOUNTING

The Agency shall file an annual accounting with the County Executive's office for each year this Agreement is in effect on or before the thirtieth (30th) day of January of the following year. The annual report shall include statistics on the Agency’s overall activities. It shall include all revenues received by the Agency and monies spent.

ARTICLE IV - COMPLIANCE WITH APPLICABLE LAW

As required by Section 285.530 of the Revised Statutes of Missouri, as a condition for the award of any contract or grant in excess of $5,000 by the County, the Agency 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. Agency’s affidavit shall include an affirmation that it does not
knowingly employ any person who is an unauthorized alien in connection with the contracted services. Upon enrollment and participation in a federal work authorization program, the Agency shall retain for three (3) years a copy of dated verification report received from the federal government.

**ARTICLE V - EXAMINATION OF RECORDS**

The Agency's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Agency shall preserve all such records for a period of three years after the final payment unless permission to destroy them is granted by the County, or for such longer period as may be required by law. The Agency shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with subcontractors.

**ARTICLE VI - LIMITATIONS**

A. This Agreement is not assignable without the express written consent of each party.

B. The Agency shall comply with all applicable laws, ordinances, rules, regulations and requirements now in force or which may hereinafter be put into force.
C. The Agency is an independent contractor and has no authority to bind or obligate the County without prior written approval.

ARTICLE VII - COMPENSATION

In consideration of the Agency meeting the obligations of this Agreement, the County agrees to pay the sum of One Hundred Thousand Dollars ($100,000.00) per year to Agency. Such payment shall be due within thirty (30) days of County’s receipt of an invoice for such amount at its address listed below.

ARTICLE VIII - RENEWAL AND TERMINATION

A. The initial term of this Agreement shall end on December 31, 2016. If not terminated as provided for below, this Agreement shall automatically renew for two additional one-year terms provided that the County’s obligation to provide funding for any such renewal is contingent upon and made subject to appropriation of such funds in the County’s 2017 and 2018 Annual Budgets specifically designated for the Concordance Program, Project Cope, or a substantially similar designation. If not terminated earlier, this Agreement automatically terminates on December 31, 2018.

B. This Agreement may also be terminated by either party hereto at any time by giving thirty (30) days prior written notice to the other at the address shown on the signature page. In the event of such termination, Agency shall, upon demand from the County, refund a share of the compensation pro-rated from January 1 to the date of termination for that calendar year.
C. Agency’s obligations to maintain records and provide reports as set forth above shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this _____ day of ______________, 2016.

Executed by Agency this _____ day of ______________, 2016.

AGENCY: COUNTY:
PROJECT COPE ST. CHARLES COUNTY
One Metropolitan Square, Suite 1300 100 North Third Street
St. Louis, MO 63102 St. Charles, Missouri  63301

By: By: __________________________ __________________________
   Gary Dollar Steve Ehlmann
   Chief Administrative Officer County Executive

ATTEST:

________________________________________
Ruth Miller, County Registrar
STATE OF MISSOURI )
 ) SS
COUNTY OF ST. CHARLES )

On this ___ day of __________, 2016, before me appeared Gary Dollar, who, being by me duly sworn, did say that he is the Chief Administrative Officer of Project Cope, a not for profit corporation of the State of Missouri, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

____________________________________
Notary Public

My commission expires:

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

____________________________________
Director of Finance

____________________________________
Date