

C. O'Brien
9/14/16

Res. 19245

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, **MORNINGSTAR DEVELOPMENT COMPANY, 2411 E. 27TH STREET, KANSAS CITY, MO 64127**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for its Senior Citizen 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 the Senior Citizen Program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 28, 2016. Any changes to the budget must be approved by the Jackson County Legislature.

FILED
SEP 08 2016
MARY JO SPINO
COUNTY CLERK

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$20,000.00** in quarterly installments of **\$5,000.00**, with the payment for the first and second quarters to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. 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 each calendar quarter under this Agreement, Organization shall submit a quarterly 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 Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first and second quarters shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

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
- 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 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) 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 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 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 are employed 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 B, 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 its finances and operations as related to County funds. 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 January 1, 2016, and shall continue until December 31, 2016, 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
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Morningstar Development Company
Janet Bartee
2411 E. 27th Street
Kansas City, MO 64127
(816) 547-6024

18. **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 8th day of September, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

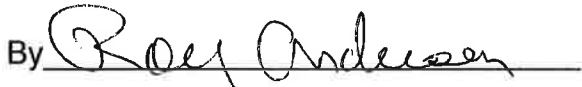

W. Stephen Nixon
County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

MORNINGSTAR DEVELOPMENT
COMPANY


Mary Jo Spino
Clerk of the Legislature

By 
Title President
Federal Tax I.D. 43-1692466

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 \$20,000.00, which is hereby authorized.

September 6, 2016
Date


Director of Finance and Purchasing
Account No. 002-7738-56789



2016 OUTSIE AGENCY FUNDING REQUEST

EXHIBIT A
RES. 19245

415 E 12th Street, 2nd Floor
Kansas City, MO 64106
Email: auditor@jacksongov.org

New Agency Request
Previously Funded

Name: Morningstar's Development Corporation Inc.			
Address: 2411 East 27 th		City: Kansas City	State: MO Zip Code: 64127
Phone No: 816-923- 3559		Website: morningstarbc@kc,rr.com	
Federal Tax ID No:		Fiscal Year: 2016	
To			
Executive Director/President:	Roy Anderson	Phone No. 816-260-9868	Email: roylanderson11@yahoo.com
Principal Contact:	Janet Bartee	Phone No. 816-547-6024	Email: jmbtee1@kc.rr.com

Please complete the following sections for your 2016 Outside Agency Proposal.
Section B and Section C must be filled out for each program you are requesting funding for.

Section A: Agency Revenue Information

Section B: Program Budget Request

Section C: Program Information

Total # of Programs Requesting Funding For: 1 _____

Total Amount Requested: 20,000 _____



Section A Agency Revenue Information

Funding Entity	Source Description	Actual	2015	2016
			Projected	Projected
Federal	Outside Agency Funding	-	-	-
State		-	-	-
Jackson County		167,000-	167,000	-
City of Kansas City		-	-	-
Charity/Donations		-	-	-
Fundraisers		-	-	-
Other		-	-	-
			-	-

Please check if your agency has cash reserves

What is the current balance? _____

- Please check all Jackson County sources your agency received funding from in 2015:
- Board of Services for Developmentally Disabled
 - COMBAT
 - Domestic Violence Board
 - Housing Resources Commission
 - Mental Health Levy
 - Outside Agency

Please check any of the following your agency received funding or resources from in 2015:

	Goods	Services	Cash	Amount
Harvesters	X			
Mid America Regional Council				-
MAAC Link				-
United Way				-

Other: _____ 2016 Outside Agency Proposal - Section A Agency Revenue Information

Total 2016 Program Budget Request 20,000.00 -

Total Program Cost 60,000.00 -

Total cost to run your program regardless of the Jackson County funding you are requesting.

Estimate of Cost Per Participant 400.00 -

2016 Outside Agency Proposal - Section B Program Budget Request



Section C 2016 Program Information

Agency Name: Morningstar's Development Corporation Program: Senior

Proposed Program

Detail functions to be performed. The Morningstar Seniors Program has developed a reputation for providing much-needed community and social services to seniors and their families in Kansas City urban core. Neighborhood residents of the community know Morningstar is a place where they can go for assistance of any kind. No one is ever turned away. The Center's Senior Program will work with seasoned experts who will provide computer training and healthy living programs in manner that will support the needs and well-being of the seniors in this geographical location. Center staff will also take seniors on field trips to expose them to civic and cultural events and will solicit civic organizations outside of the community to donate supplemental materials and supplies to the center.

Our grand opening program, which our seniors will be participating in, is coordinated in order to bring community awareness to the added resource of the Morningstar Youth & Family Outreach and Career Development Center in Jackson County. This celebration is open to all residents of Jackson County in addition to receiving resource, and hands on contacts and information the community will be able to participate in a Family Festival celebration.

Why is this priority for your agency? This is a priority of The Morningstar Senior Program because it is our goal to take a holistic approach to human development. MSDC provides services to reach the "whole person". Seniors will be served lunch as well as provided grocery items such as fresh fruit and vegetables after each meeting. Senior Counselors will provide technology and healthy living instruction that will be supplemented by workshops presented by specialists in specialty areas of healthy living and exercise programs; computer literacy, gardening and fitness and nutrition. This grant will allow us to continue to make a significant impact in enhancing the lives of the seniors who participate in this program. It is our objective to increase services in our geographical area for seniors and their families.

Check if this program is sustainable without Jackson County's funding.

Target Population

Describe target population and demographics to be served by each program. The primary focus of the neighborhood center includes an Enhanced Enterprise Community comprising portions of the following neighborhoods: Beacon Hill, Washington Wheatley, Wendell Phillips, Mount Hope, Key Coalition and Santa Fe. The Service Area is an Urban Core Neighborhood Strategy Area in Council District 3. Although the facility is and will be opened to all residents of Kansas City, Missouri, the primary population served will be low to moderate income persons residing in Census Tracts 38, 42, 54, 39, 40, 37, 56.01, 52, and 41.

What criteria do you have for the participants you serve? Must Be Seniors

Service Delivery Area

Identify the number of participants that this program serves.

Total # 150 served Jackson County# 125 served from # 25 served from Other Areas

Identify your specific service delivery area by zip code or geographical boundary.

Zip Code 64127 Geographical Boundary (see above)

Check if this is a Countywide Program

If not, What is the Jackson County Legislative District?

2nd Legislative District

Check if you keep a list of participants for this program

Please classify your program from the following types of services:

Community Improvement/Outreach

Food/Emergency Services

Health/Wellness

Indigent Population

Senior Services

Youth Services

Other: _____

Check if your services are available to anyone.

Outcomes

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

1. Provide a "Safe Haven" for children, families, neighborhoods and the community
2. Provide much-needed educational, social service and cultural programming to the community
3. To act as a conduit to bring outside resources to the community
4. To be a resource to meeting basic needs such as food, clothing, shelter and utilities

· 5. Provide neighborhood residents of the community a place to go for assistance where no one is turned away.

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 **Morningstar Development Company**, 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, **Morningstar Development Company**, 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.)

Roy Anderson
Authorized Representative's Signature
President
Title

Roy Anderson
Printed Name
President
Date

Subscribed and sworn before me this 11th day of July, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Jan 3, 2019.

MJ Spino
Signature of Notary

7-11-16
Date

MJ SPINO
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Jan. 3, 2019
Commission # 14480566