

COOPERATIVE AGREEMENT
(Teen Recreation Program)

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "Organization."

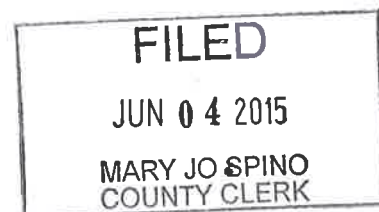
WHEREAS, the County deems it to be in the best interest of its citizenry to support recreational programs and services as provided by Organization and other agencies, under subcontracts with Organization; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and Organization agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services.** Organization shall provide teen recreational and athletic programs and services, as is more fully set forth in the proposal attached hereto as Exhibit A. Organization is expressly authorized to enter into a subcontract with the **Guadalupe Center**, for these programs and services upon such terms and conditions as organization shall deem appropriate, provided that such subcontract shall provide that the County's funds shall be used by the to support recreational and youth development programming activities for the youth in western Jackson County through the Guadalupe Centers, Inc.

2. 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 31, 2015. Any changes to the budget must be approved by the Jackson County Legislature.

3. **Terms Of Payment.** Upon the execution of this Agreement, the County shall pay to Organization the lump sum of **\$20,610.00** for teenage recreational programs. 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.

4. **Annual Report.** Organization shall submit an annual report, including a statement of budgeted and actual expenditures and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to Organization by the County were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2015. 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 by January 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. 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. 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, 2015, and shall continue until December 31, 2015, 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

Mid-America Regional Council
Dorothy Pope, Director of Financial Affairs
600 Broadway, Suite 200
Kansas City, MO 64105
(816) 474-4240

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.

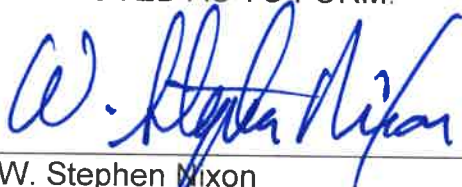
21. **Organization Identity**. If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

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 4th day of June, 2015.

APPROVED AS TO FORM:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By 

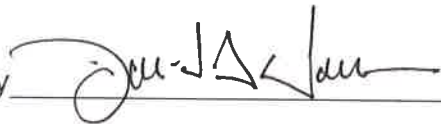
Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

MID-AMERICA REGIONAL COUNCIL

By 

Title Executive Director
Federal Tax I.D. 43-0976432

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 **\$20,610.00**, which is hereby authorized.



Date



Director of Finance and Purchasing
Account No. 003-7905-56789

PC 79052015001



**OUTSIDE AGENCY FUNDING REQUEST FORM
2015 BUDGET**

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

Section A: Organization or Agency Information page 1
 Section B: Agency's 2014 and 2015 Revenue Information page 2
 Section C: Jackson County Program Budget Request page 3
 Section D: Program Information pages 4 - 8

Section A: Organization or Agency Information	
Name:	Guadalupe Centers, Inc.
Address:	1015 Avenida Cesar Chavez KCMO Zip Code: 64108
Phone No:	818-421-1015 Fax: 816-421-1001
Website Address:	www.guadalupecenters.org
Federal Tax ID No:	44-0610781 Fiscal Year Cycle: 1/1/2015 - 12/31/2015
Executive Director/President:	Cris Medina
Phone No:	816-421-1015 Email: cmedina@guadalupecenters.org
Name/Title of Principal Contact Person:	Diane Rojas
Phone No:	816-561-6885 Email: drojas@guadalupecenters.org

Section B Agency's 2014 and 2015 Revenue Information

Agency's 2015 Projected Revenue Information

Funding Entity	Source You Will Request 2015 Funding From	Projected Amount	% of Total Revenue
Federal	DESE, Headstart, MARC, CACFP	\$ 2,101,601	11
State	DESE, DFS-FAMIS, CSIPS, SFSP	\$ 9,544,638	52
Jackson County	Combat, Outside Agency	\$ 188,390	1
Other Counties	None	\$ -	0
City	DESE, Kansas City - CDBG, ESG-Hud, Hlth Dep	\$ 1,270,075	7
Charity/Donations	United Way, Foundation, Corporation, Other	\$ 5,180,988	28
Fundraisers	Agency Special Events	\$ 191,555	1
Other	Year Funds	\$ -	0
2015 Total Projected Revenue		\$ 18,477,247	

Agency's 2014 Revenue Information

Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal	DESE, Headstart, MARC, CACFP	\$ 1,991,601	11
State	DESE, DFS-FAMIS, CSIPS, SFSP	\$ 9,012,906	49
Jackson County	Combat, Outside Agency	\$ 188,390	1
Other Counties	None	\$ -	0
City	DESE, Kansas City - CDBG, ESG-Hud, Hlth Dep	\$ 1,121,953	6
Charity/Donations	United Way, Foundation, Corporation, Other	\$ 5,880,988	32
Fundraisers	Agency Special Events	\$ 161,005	1
Other (please list)	Year Funds	\$ -	0
2014 Total Revenue		\$ 18,356,843	

Please identify the Jackson County source(s) your agency received funding from in 2014

Jackson County Funding Source	<input type="checkbox"/>	Ye <input type="checkbox"/>	No <input type="checkbox"/>	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>		\$ 154,000	SA TX & Prevention
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>		\$ -	
Board of Services for Developmentally Disabled				\$ -	
Domestic Violence Board				\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>		\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>		\$ 55,000	
2014 Total Jackson County Funding				\$ 209,000	

Did your agency receive funding or resources in 2014 from either of the following?
If so, in what way did you participate? If not, why?

Mid America Regional Council	\$ 191,739
MAAC Link	\$ 12,288
Harvesters	\$ 14,680

Section C

2015 Jackson County Program Budget Request

complete a separate program budget for each program your agency is applying for funding

Agency Name: Guadalupe Centers, Inc.

Program Name: Youth Recreation Program

Program Request # of

Personal Services			
attach job description or duties for NEW salary requests only			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson Co.
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
Rent/Lease for WESTSIDE Gym			\$ 20,610
			\$ -
			\$ -
Total Contractual Services			\$ 20,610
Supplies			
			\$ -
			\$ -
Total Supplies			\$ -

Total Jackson County Program Budget Request \$ 20,610

Section D 2015 Program Information

Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Guadalupe Centers, Inc.

agency Name: Youth Recreation Program

Program Request # 2 **of** 2

Proposed Program Cost	
What is the total cost to run your program regardless of the Jackson County funding you are requesting?	
Total Program Cost	\$ 100,000
Proposed Program	
Detail functions to be performed - limit your response to the space provided	
<p>Funding from Jackson County would be used to support recreational and youth development operational programming targeting youth in Western Jackson County by the Guadalupe Centers, Inc. (GCI). Specifically, funds from Jackson County would be utilized to support the operation (lease) of the Westside Gymnasium and to support GCI's youth recreation programming. Additional funding secured by GCI is utilized to support part time staff who oversee and coach in the organized athletic program that consists of the following leagues; soccer, baseball, football, volleyball, and basketball. GCI's Westside Gymnasium is also utilized for other youth activities that promote safe alternatives including teen nights, dances and overnight lock-ins. GCI's youth development staff oversee activities that take place in the gym and also coordinate all summer enrichment camp activities for "tweens" (ages 10 - 14). The Agency runs its youth program in accordance with the Youth Program Standards promoted and supported by United Way. Following these standards all staff and volunteers working with youth must pass criminal background checks and child/abuse and neglect background checks. Staff must also receive training in principles of youth development and first aid. Youth facilities and youth recreation programming in the western half of Jackson County is extremely limited. GCI programs are among the few that receive county funds for these types of services and the agency has been expanding youth services to meet increasing needs in the Northeast and Eastside communities. GCI collaborates and partners with others including KCMO Parks and Recreation, Whatsoever, and Della Lamb. These partnerships are beneficial in enhancing youth services provided to underserved neighborhoods in Western Jackson County.</p>	

Section D 2015 Program Information

Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Guadalupe Centers, Inc.

agency Name: Youth Recreation Program

Program Request # 2 of 2

Participants	
Identify the number of participants that each program serves	
# served with this program	750
Of the # served with this program, how many are from:	
Jackson County	750
Other Counties	
Target Population	
Describe target population and demographics to be served by each program	
<p>The main target population for this program are Latino and urban youth from Western Jackson County. Many of the participants and / or their families are limited English proficient. The programs provided by the Youth Development Program target a wide variety of ages in sports programming that serves youth in beginners leagues for children ages 4 to 6 years of age, and regular leagues for children ages 10 and under, 12 and under, 14 and under, middle school, and high school. Teen diversion groups are established for participating youth 14 to 18. Social and educational programs for the tween segment ages 9 - 14.</p>	
<p>Estimate of your cost per participant: \$160.00</p> <p>What criteria do you have? Must be Jackson County Resident</p> <p>Do you keep a list of all participants? YES</p> <p>Would you provide these services to anyone at your door? NO</p> <p>Is anyone denied services? Non-Jackson County Resident</p> <p>Please classify your program from the following types by % of your agency's overall services:</p> <p style="margin-left: 40px;">Seniors Program:</p> <p style="margin-left: 40px;">Indigent Program (Below Poverty Level): 90%</p> <p style="margin-left: 40px;">Indigent Senior Program:</p>	

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 **Mid-America Regional Council**, 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, **Mid-America Regional Council**, 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 of Financial Affairs
Title

Dorothy Pope

Printed Name
3-17-2015

Date

Subscribed and sworn before me this 17 day of MARCH, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 7.28.2017.



Signature of Notary

3-17-2015
Date

NANCY WEITZEL BERRY Notary Public, Notary Seal State of Missouri Jackson County Commission # 13414121 My Commission Expires July 28, 2017
--