

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”.

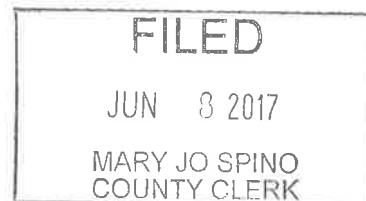
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for a youth after-school and summer program; and,

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 a youth after-school and summer program, 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 January 1, 2017, through December 31, 2017, and as such, all expenditures must occur within this period. 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, 2017. Any changes to



the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$150,000.00** in quarterly installments of **\$37,500.00**, with the payment for the first quarter 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 quarter 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, 2017, and shall continue until December 31, 2017, 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
Roy L. Anderson
2411 E. 27th Street
Kansas City, MO 64127
(816) 260-9868

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 June, 2017.

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 

Federal Tax I.D. 43-1692966

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 \$150,000.00, which is hereby authorized.

June 7, 2017

Date



Chief Financial Officer
Account No. 003-7738-56789

**2017 Jackson County Outside Agency Funding Proposal
Morning Star Development Company Inc.
Youth After-School, Summer and OOSPT**

**Exhibit A
Res. 19373**

Morning Star Development Company Inc.

2411 East 27 Street
Kansas City, MO 64030-2714
(816) 923-3559
N/A
fedtaxid: 43-1692966

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Youth After-School, Summer and OOSPT
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Fiscal Year: January to December

GuideStar:

Mission: Morningstars Devopment Company, Inc. is a not-for-profit organization serving the urban core of Kansas City, Jackson County, MO. The organization through the Youth, Family and Career Center addresses program and service needs involving children and youth, families, individuals, and seniors.

Executive Director

Interim Executive Directors
John Modest Miles and Charles Cooper -
(816) 923-3559
morningstardevco@gmail.com

Contact Person

Chairman of the Board
Roy L. Anderson
(816) 260-9868
roylanderson11@yahoo.com

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 3: Yes

**2017 Jackson County Outside Agency Funding Proposal
Morning Star Development Company Inc.
Youth After-School, Summer and OOSPT**

Agency Revenue Information

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Funding Entity	Source Description	2016 Actual	2017 Projected
Federal	Fund development planning in process.	\$0	\$0
State	Fund development planning in process.	\$0	\$0
Jackson County	After-School, School Break and Summer Program	\$167,000	\$176,138
City of Kansas City	N/A	\$0	\$0
Charity/Donations	Public campaign marketing.	\$0	\$5,000
Fundraisers	Special events.	\$0	\$5,000
Donations	Corporate, Community and Private Grants Support.	\$0	\$30,000
		\$167,000	\$216,138

**Please check if your agency has cash reserves:
What is the current balance? \$0**

Please check all Jackson County sources your agency received funding from in 2016:
COMBAT: Yes
Outside Agency: Yes

Please check any of the following your agency received funding or resources from in 2016:

	Goods	Services	Cash	Amount
Harvesters	Yes			\$500
Mid America Regional Council				\$0
MAAC Link				\$0
United Way				\$0

**2017 Jackson County Outside Agency Funding Proposal
Morning Star Development Company Inc.
Youth After-School, Summer and OOSPT**

Date Program was Initiated: 2014

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What time period does this program run: All Year

Provide program description: The Morningstars Development Company requests funding to extend programs for the After-school; winter and spring-break; and summer program. The After-school program will serve 100 youth ages pre-kindergarten through the twelfth grades. Trained counselors, Instructional learning specialists, volunteer teachers, and college Education majors provide academic instruction, youth asset skill-building, character and personal self-development programming to promote positive youth assets. Workshops designed to supplement academic programs are guided by learning specialists in 1) Healthy Living and Nutrition, Youth fitness and exercise, 2) Computer Literacy - with an emphasis on the fundamentals of coding and programming, 3) Gardening, fundamentals of the nutrients in plants, growing vegetables, and selling produce, 4) Visual Arts - learning art and visual design; bridging with artists, architects, and designers, special hands on projects, and site visits. 5) Intellectual development Club, gaming to increase cognitive ability through Chess, Clue, Mancala, Mastermind, and other games, 6) Career and Business Basics; (1) business plan development for youth entrepreneurs; (2) Operational lawn service business project for young males, (3) learning economics and budgeting skills, (4) bridging youth with career and professional mentors.

Describe the benefits of this program to Jackson County Missouri: The outcomes from this program benefit Jackson County by providing youth with a safe, and structured environment for after-school, winter/spring breaks, and during the summer months. Programs are designed to counter negative behaviors, bullying, fighting, prevent involvement in gangs, loitering, substance abuse, and prevention of teen pregnancy. Youth are engaged in programs designed to enhance and supplement academic learning in school, (math, science, reading, communication arts, civics). Programs are designed to build character, increase and promote positive inter-personal communication, enhance decision-making, as well as making correct choices. In addition, major program outcomes are in building leadership skills, problem-solving, and conflict resolution skills, as well as getting along with peers. Youth learn positive life skill-sets which lead to higher achievement, attainment, success in school, and graduation from high school. Long-term outcomes are successful careers, vocations, and the pursuing of post-secondary education.

Describe target population to be served: The programs are open to Jackson County residents. The service areas include the Washington-Wheatley, Key Coalition, Santa Fe, Mount Hope, Wendell Phillips, Beacon Hill, and the neighborhood Council District 3 Urban core area. Children and youth ages pre-kindergarten through the ninth grade participate in center programs. Based upon statistics from 2015 and 2016 - third quarter, 100% of youth were African American. Ninety-seven percent (97%) lived in the areas above, with three percent (3%) residing in Oak Park. Pre-kindergarten children were five percent (5%) of the programs; primary level (ages 6-11) represented seventy percent (70%), and middle school, twenty-percent of the total program. Beginning in 2017, the program will expand the program to include students in grades ten through twelve, for programming in career and job readiness, and business development

What are the qualifications for participants: 1. Pre-Kindergarten through the twelfth grade. 2. Reside in Jackson county, MO. 3. Reside in the primary target areas. 4. Meet low to moderate income guidelines.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 100

Number of participants from Other Areas: 0

Total Number of participants: 100

Outcomes

Outcome 1: Competence - Academic - Youth increase/learn information in math, science, computer, communication arts.

How will outcome 1 be measured: Baseline and quarterly assessment, homework completed, attitude toward school improves, assessment through; the Basic Reading Inventory, Indicators of Basic Early Literacy Skills, and the Academic Perceptions Inventory.

Outcome 2: Confidence Youth - experience change in confidence, personal adjustment, self-development, self image/worth

How will outcome 2 be measured: Baseline and quarterly assessment to test changes in attitude, perceptions, beliefs.

Outcome 3: Character - Youth increase ability to build trust, handle conflicts, engage in positive experiences with peers.

How will outcome 3 be measured: Observations; youth exhibit change in attitudes, helping others, discourage fights/bully episodes, use decision-making skills, change from baseline, quarter, and post.

Outcome 4: Youth engage in workshops and learning sessions in visual arts, business and careers, intellectual thinking.

How will outcome 4 be measured: Assessments in workshops, session content areas, measured by change from baseline, intervals, and post tests.

Outcome 5: Youth breakfast, lunch, snacks, and dinner , youth participate in classes in healthy living, nutrition, and gardening programs.

How will outcome 5 be measured: Attitudes, knowledge, perceptions, self-efficacy, liking and willingness to eat certain foods, as measured by the KA Survey, Knowledge, Attitudes, and Consumption Behavior Survey, administered at baseline (pre-post) to measure changes following nu

Please classify your program from the following types of services:

Community Improvement/Outreach: Yes

Food/Emergency Services: Yes

Health/Wellness: Yes

Indigent Population: Yes

Youth Services: Yes

What Jackson County Legislative Districts are served by this program:

District 2: Yes

At-large District 2: Yes

**2017 Jackson County Outside Agency Funding Proposal
Budget as Awarded
Morning Star Development Company Inc.
Youth After-School, Summer and OOSPT**

Total 2017 Program Budget: \$150000

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Salaries

Position/Title	Description	Amount of Salary Requested	Total Salary
Executive Director	Directs center operations, supervises Center program managers staff, and other contract employees	\$10,000	\$40,000
Program Development Specialist	Responsible for designing, implementing, and operating the MSDC summer/afterschool youth program.	\$10,000	\$10,000
Receptionist/Assessment Coordinator	Responsible for greeting and directing all center visitors, answering phone calls, compiling and inputing student program data. The receptionist/coordinator assists the executive director with daily operations.	\$13,000	\$20,000
Food Service Providers (2)	Food Service Providers are MSDC cooks who prepare healthy and nutritious meals for students. The meals are prepared in the MDSC center's kitchen.	\$18,000	\$13,000
Program Counselors (3)	Program counselors work with children having difficulties in understanding or learning academic coursework. Counselors will report program data along with the class specialists.	\$36,000	\$30,000
Fringe Benefits		\$10,000	
Total Salaries & Fringe Benefits		\$97,000	

Contractual Services & Supplies

Description	Amount
Healthy Living Specialist	\$5,000
Music Specialist	\$7,000
Advance Intellectual Development Science/Chess Specialist	\$5,000
Gardening Specialist	\$2,000
Visual Arts Specialist	\$2,000
Field Trips	\$5,000
Food/Kitchen Supplies	\$5,000
Program/Garden Supplies	\$2,000
Office/Cleaning Supplies	\$2,000
Accounting/Auditor	\$7,300
Utilities/Facilities/Ground Maintenance	\$13,000
Workman's Comp/Public Liability/Building Liability	\$3,000
Total Contractual Services & Supplies	\$53,000

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$176,138
Cost/Participant	\$1,761
JACO Funding/Total Program Cost	%

**2017 Jackson County Outside Agency Funding Proposal
Morning Star Development Company Inc.
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Reviewed the Non-Allowable Expenses: Yes

Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved: Yes

Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies: Yes

Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate: Yes

Missouri Secretary of State Certificate of Good Standing: Yes

Missouri Secretary of State Annual Registration Report: Yes

Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement): Yes

WORK AUTHORIZATION AFFIDAVIT

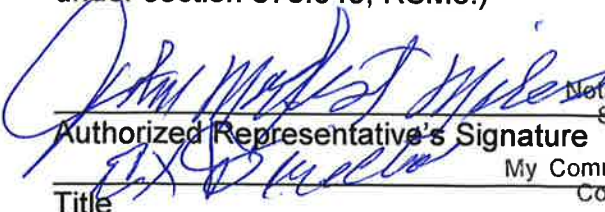
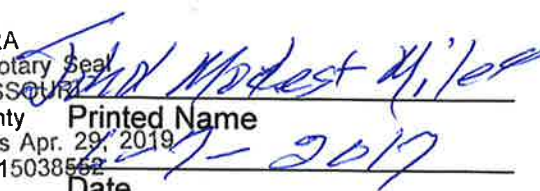
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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.)

	G. SCIARA	
	Notary Public - Notary Seal	
Authorized Representative's Signature	STATE OF MISSOURI	Printed Name
	Clay County	
Title	My Commission Expires Apr. 29, 2019	Date
	Commission # S15038562	6-7-2017

Subscribed and sworn before me this 7th day of June, 2017. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 4-29-2019.

G. Sciara
Signature of Notary

6-7-2017
Date