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9/16/15

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, **NEGRO LEAGUES BASEBALL MUSEUM, 1616 E. 18TH STREET, KANSAS CITY, MO 64108**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for the Bases Loaded 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 Bases Loaded Program, a series of educational and community programs developed by Organization, 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 30, 2015. Any changes to the budget must be approved by the Jackson County Legislature.

FILED
SEP 2 2015
MARY JO SPINO COUNTY CLERK

2. Terms Of Payment. The County agrees to pay Organization the total amount of **\$10,000.00** in quarterly installments of **\$2,500.00**, 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 reports 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 by March 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

Negro Leagues Baseball Museum
Bob Kendrick, Executive Director
1616 E. 18th Street
Kansas City, MO 64108
(816) 221-1920

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 2nd day of September, 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

NEGRO LEAGUES BASEBALL
MUSEUM

By 

Title President
Federal Tax I.D. 43-1570612

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 \$10,000.00, which is hereby authorized.



Date



Director of Finance and Purchasing
Account No. 003-7719-56789



OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: auditor@jacksongov.org

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Section A: Organization or Agency Information

Name:	Negro Leagues Baseball Museum		
Address:	1616 E. 18th Street, KCMO	Zip Code:	64108
Phone No:	(816) 221-1920	Fax:	(816) 221-8424
Website Address:	www.nlbm.com		
Federal Tax ID No:	43-1570612	Fiscal Year Cycle:	2015
Executive Director:	Bob Kendrick		
Name and Title of Principal Contact Person:	Bob Kendrick		
Phone No:	(816) 221-1920	Email Address:	bkendrick@nlbm.com
Submittal of this request has been authorized by:	Bobby Kendrick		
Date:	12/4/2014		

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		\$ -	0
State	State of Missouri	\$ 250,000	11
Jackson County	Jackson County	\$ 25,000	1
Other Counties		\$ -	0
City	City of KCMO	\$ 250,000	11
Charity/Donations	Corporate & Individual contributions & grants	\$ 728,654	32
Fundraisers	Special events	\$ 475,000	21
Other	Admissions, gift shop, royalties, exhibit rentals	\$ 580,096	25
2015 Total Projected Revenue		\$ 2,308,750	

Agency's 2014 Revenue Information

Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State	State of Missouri	\$ 250,000	11
Jackson County		\$ -	0
Other Counties		\$ -	0
City	City of KCMO	\$ 500,000	22
Charity/Donations	Corporate & Individual contributions & grants	\$ 631,000	28
Fundraisers	Special Events	\$ 272,000	12
Other (please list)	Admissions, gift shop, royalties, exhibit rentals	\$ 579,699	26
2014 Total Revenue		\$ 2,232,699	

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

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
2014 Total Jackson County Funding			\$ -	

**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	\$ -
MAAC Link	\$ -
Harvesters	\$ -

Section C
2015 Jackson County Program Budget Request
complete a separate program budget for each program your agency is applying for funding

Agency Name: Negro Leagues Baseball Museum, Inc.

Program Name: Bases Loaded

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

Ticketing for 500 students and senior citizens who will participate in the various programs	\$	5,000
	\$	-
	\$	-
Speaker honorariums and entertainment for various student and senior programs	\$	2,500
	\$	-
	\$	-
Total Contractual Services		\$ 7,500

Supplies

Supports costs of books for 250 students participating in Reading Around the Bases.	\$	2,500
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Total Supplies		\$ 2,500

Total Jackson County Program Budget Request \$ 10,000

Section D 2015 Program Information

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

Agency Name: Negro Leagues Baseball Museum

Program Name: Bases Loaded

Program Request # _____ of _____

Proposed Program Cost	
What is the total cost to run your program regardless of the Jackson County funding you are requesting?	
Total Program Cost	\$ 50,000
Proposed Program	
Detail functions to be performed - limit your response to the space provided	
<p>Bases Loaded is a series of educational and community programs developed by the Negro Leagues Baseball Museum (NLBM) to be held in conjunction with the museum's year-long 25th Anniversary Celebration in 2015. The program series will provide free access to the NLBM for Jackson County students ranging from Elementary through High School. It will provide both free and reduced priced admission for Jackson County adult residents. Programs include:</p> <ul style="list-style-type: none"> ■ Reading Around the Bases: The unique role-modeling literacy program was developed by the NLBM in partnership with the United States Department of Education in 1999. The program brings an ethnic diverse group of area students, K-5, into the cultural confines of the NLBM where they are read to by local and national celebrities. The program is held six times during the 2015-16 school year (there are also sessions geared to promote family reading) on the museum's Field of Legends. Local and national celebrities, business professionals and other influential adults are recruited to read from select children's books that focus on Negro Leagues baseball history or other cultural themed titles. Guest readers and educators also engage the students into discussions about the book. Participating students receive free admission to the NLBM and a free copy of the featured book that is autographed by the celebrity reader(s). ■ NLBM Sports Career & Leadership Symposium: Established in 2007, the annual program includes a sports career fair for urban high school student/athletes (grades 9-12) who are introduced to careers in sports beyond the playing field. The daylong event culminates with a public presentation by a nationally known sports-related professional. ■ Black Women in Sports: In 2002, the NLBM introduced its Black Women in Sports series to pay tribute to Effa Manley, Toni Stone, Connie Morgan and Mamie "Peanut" Johnson, the pioneering women who played groundbreaking roles in the Negro Leagues. Held annually in March, the program was developed to celebrate the accomplishments made in the world of sports by African-American women and features a discussion with notable women sports figures. Past honorees have included Johnson, the last of three women to play in the Negro Leagues, basketball greats Cynthia Cooper and Lynette Woodard and Olympic gold medal-winning gymnast Dominique Dawes. ■ Senior Hey Days: In partnership with various Jackson County Senior Citizen facilities and churches, the NLBM will offer a series of designated days where seniors will receive FREE admission to the NLBM and be treated to various activities ranging from guest speakers, games and music. 	

Section D
2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Negro Leagues Baseball Museum

Program Name: Bases Loaded

Program Request # _____ **of** _____

Participants	
Identify the number of participants that each program serves	
# served with this program	2500
Of the # served with this program, how many are from:	
Jackson County	2,000
Other Counties	500
Target Population	
Describe target population and demographics to be served by each program	
<p>Target Population for the NLBM Bases Loaded program are under-served students (K-12) at public, charter and private schools in Jackson County. In addition, the series will include programming for Jackson County Senior Citizens.</p>	
<p>Estimate of your cost per participant: \$20.00 per person</p> <p>What criteria do you have for the participants you serve? Financial need assessment</p> <p>Do you keep a list of participants for each program? Yes</p> <p>Would you provide these services to anyone at your door? Yes</p> <p>Is anyone denied services? No</p> <p>Please classify your program from the following types by % of your agency's overall services:</p> <p style="padding-left: 40px;">Seniors Program: 25%</p> <p style="padding-left: 40px;">Indigent Program (Below Poverty Level): 10%</p> <p style="padding-left: 40px;">Indigent Senior Program: Unknown</p>	

Section D
2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Negro Leagues Baseball Museum

Program Name: Bases Loaded

Program Request # _____ **of** _____

Service Delivery Area
Identify your specific geographic service delivery area for each program
Jackson County
Fund Separation
Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents
Funds will be placed in a restricted account to be used only in support of the outlined program. Both student and senior attendance will be tracked and shared as part of final reporting.

Section D
2015 Program Information

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

Agency Name: Negro Leagues Baseball Museum

Program Name: Bases Loaded

Program Request # _____ **of** _____

Approach & Method
List the top three (3) objectives for each program
1. Provide a culturally enriching educational experience that introduces students to the rich history of the Negro Leagues and its impact on the social advancement of America.
2. Teach students the value of respect, tolerance and cultural sensitivity by providing a diverse learning environment that draws from the experiences of those who overcame adversity to achieve and accomplish.
3. Provide a community resource and community role models that promotes and encourages the importance of diversity, culture and heritage with students, educators and adult learners.
Detail specific methods you will use to achieve these objectives
Primary method to achieve desired goals will be through providing educators with pre-visit, onsite and post-visit lesson plans and planned collaboration with NLBM staff.

Section D
2015 Program Information

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

Agency Name: Negro Leagues Baseball Museum

Program Name: Bases Loaded

Program Request # _____ **of** _____

Evaluation

How can the success of each program be evaluated? Indicate performance measures or statistics you will use to demonstrate the success of each program

Student-based programs will be evaluated with post-event surveys provided to educators and our high school aged participants. Seniors participants will also be surveyed to provide a basis for program effectiveness.

Notification

How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

The NLBM will utilize various publicity strategies to promote support received from Jackson County including (but not limited to): Press release distribution, branded collateral materials, website, Facebook and Twitter. In addition, recognition will be included in the NLBM's quarterly news magazine Silhouettes.

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 **Negro Leagues Baseball Museum**, 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, **Negro Leagues Baseball Museum**, 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.)

[Signature]
Authorized Representative's Signature
President
Title

Bobby Kendrick
Printed Name
8/12/15
Date

Subscribed and sworn before me this 12th day of August, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Nov. 3, 2016.

[Signature]
Signature of Notary

August 12, 2015
Date

