

RCR
4/9/14

COOPERATIVE AGREEMENT

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 services to low-income families 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 the Healthy Children and Families Program to at-risk youth and young adults in Jackson County, and is expressly authorized to enter into a subcontract with the Whatsoever Community Center to provide these services, as are more fully set out in the document attached hereto, as Exhibit A, upon such terms and conditions as Organization shall deem appropriate, provided that said subcontractor shall provide that the County's funds shall be used by the Whatsoever Community Center solely to provide services to low-income families of Jackson County. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that

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APR 04 2014
MARY JO SPINO COUNTY CLERK

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, 2014. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment.** Upon the execution of this Agreement, the County shall pay to Organization the lump sum of **\$20,000.00** for low-income families. 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. **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, 2014. 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, 2014, and shall continue until December 31, 2014, 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 April, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 

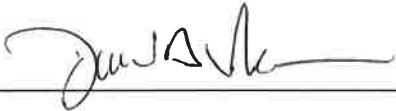
Michael D. Sanders
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL



Mary Jo Spino
Clerk of the Legislature

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 **\$20,000.00**, which is hereby authorized.

April 2, 2014

Date



Director of Finance and Purchasing
Account No. 002-7902-56789

79022014005



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:	WHATSOEVER COMMUNITY CENTER		
Address:	1201 EWING KANSAS CITY, MISSOURI	Zip Code:	64126
Phone No:	816-231-0227	Fax:	816-231-0092
Website Address:	whatsoevercc.org		
Federal Tax ID No:	44-0545274	Fiscal Year Cycle:	01/01 thru 12/31
Executive Director:	CHARLIE GASCICH		
Name and Title of Principal Contact Person:	CHARLIE GASCICH		
Phone No:	816-231-0227	Email Address:	cwhatsoever@yahoo.com
Submittal of this request has been authorized by:	Charlie Gascich		
Date:	8/23/2013		

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Section A

Section B: Agency's 2013 and 2014 Revenue Information

Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	YOUTH FOOD PROGRAM	\$ 12,500	3
State	EARLY CHILDCARE REIMBURSEMENT	\$ 21,000	6
Jackson County	COMBAT AND OUTSIDE AGENCY GRANTS	\$ 80,000	22
Other Counties	N/A	\$ -	0
City	N/A	\$ -	0
Charity/Donations	UNITEDWAY/FOUNDATIONS/PRIVATE/CORPORATE DONATIONS	\$ 165,000	44
Fundraisers	3 ANNUAL FUNDRAISERS	\$ 48,000	13
Other	EARLY CHILDCARE FEES	\$ 45,000	12
2014 Total Projected Revenue		\$ 371,500	

Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	YOUTH FOOD PROGRAM	\$ 13,000	4
State	EARLY CHILDCARE REIMBURSEMENT	\$ 20,000	5
Jackson County	COMBAT AND OUTSIDE AGENCY GRANTS	\$ 78,000	21
Other Counties	N/A	\$ -	0
City	N/A	\$ -	0
Charity/Donations	UNITEDWAY/FOUNDATIONS/PRIVATE&CORPORATE DONATIONS	\$ 170,000	46
Fundraisers	3 ANNUAL FUNDRAISERS	\$ 45,000	12
Other (please list)	EARLY CHILDCARE FEES	\$ 42,500	12
2013 Total Revenue		\$ 368,500	

**If your agency received funding from Jackson County in 2013,
please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 58,000	YOUTH DEVELOPMENT
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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 20,000	HEALTHY CHILDREN/FAMILY
2013 Total Jackson County Funding			\$ 78,000	

Did your agency receive funding or resources in 2013 from either of the following?

Mid America Regional Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -

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Section C: *REVISED* 2014 Program Budget

Complete a separate program budget for each program your agency is applying for funding.

Agency Name: WHATSOEVER COMMUNITY CENTER

Program Name: HEALTHY CHILDREN AND FAMILIES

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
7 Early Childhood Staff	146,000	7%	\$ 10,220
6 Youth Development Staff	129,000	7%	\$ 9,030
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 19,250
Total Fringe Benefits			\$ -
Total Personal Services			\$ 19,250
Contractual Services			
N/A			\$ -
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p style="margin: 0;">RECEIVED</p> <p style="margin: 0;">DEC 18 2013</p> <p style="margin: 0; font-size: small;">JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI</p> </div>			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
Food, paper goods, cleaning supplies and other supplies to maintain program			\$ 750
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 750

Total Program Request \$ 20,000

Section D: 2014 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN/HEALTHY FAMILIES

Proposed Program

Detail functions to be performed by each program.

The Early Childhood Program will provide two nutritious meals and one snack daily for children from 6 weeks to 6 years old, year round. A cook prepares the meals and snacks and delivers them to the classrooms where the teachers serve the food to the children. A dental hygentist visits at least once a quarter to teach the children the importance of dental care. Whatsoever has seperate state licensed programs for infant/toddlers and preschoolers. Both programs are nationally accredited through N.A.E.Y.C.(National Association of Young Children). The Creative Curriculum model is used to provide the program a basis for the health, social development and educational growth of our children. Curriculum topics include health, food pyramid, literacy, math and science learning. Socialization is also stressed for our young children. Community youth and young adults are provided a healthy snack during the school year and a nutritious meal and snack during the summer. Positive youth development programming is held 5 days a week year round. Activities include scholastic growth, drug and alcohol abuse and violence prevention activities, G.E.D., English Language Learning, amateur boxing, nutrition and cooking classes, anger management, computer classes, video production and asset building. During 2013 Whatsoever wil lcontinue to enhance our nutriton programming with an expansion of our nutrition program which integrates physical activities along with best nutrition practices. Programming is held from 10:00AM until 7:30PM during the school year. During the summer activities are held from 8:00AM until 7:00PM. In 2013 our Summer Program was able to provide a specific program for our youth ages 7 and 8. This is an age bracket that is too old for preschool and in most cases too young for the older youth programs. It was very successful and we will continue this program as funds are secured. There are weekend activities held at various times during the year. Our goal is to provide a large variety of activities to keep our community youth and their families engaged in positive growth programming. Al lof our programs are coordinated to assist the families in our community. There are parents/guardians attending G.E.D. or E.S.L. classes will their children attend preschool or after school programs. We strive to help our community members overcome some of the barriers they encounter as they procede to better their family's life.

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Section D: 2014 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN/HEALTHY FAMILIES

Participants

Identify the number of participants by County that each program serves.

Youth/Family Development has over 174 unduplicated individuals from Jackson County.

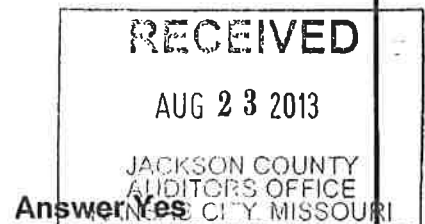
Early Childhood has over 42 unduplicated children from Jackson County, Missouri.

Target Population

Describe target population and demographics to be served by each program.

At-risk youth and young adults and their families ages 6 to 26 years old in Jackson county, Missouri.
Children ages 6 weeks to 6 years old in Jackson county, Missouri.

Would you provide these services to anyone at your door?



Section D: 2014 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN/HEALTHY FAMILIES

Is anyone denied services?

Answer No

Senior Program

%

Indigent Program (Below Poverty Level)

98 %

Senior Indigent Program

%

Service Delivery Area

Identify your specific geographic service delivery area for each program.

For youth and young adults there are no boundaries but over 97% of participants are from Jackson County, Missouri.

For preschool there are no boundaries but over 98% of participants are from Jackson County, Missouri.

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.

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Section D

Section D: 2014 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN/HEALTHY FAMILIES

All youth and young adults complete an in-take form with contact information that includes their home address. For preschool participants complete an enrollment packet that contains residency information including county affiliation.

Approach & Method

List the top three (3) objectives for each program.

1. For youth and young adults: Provide a nutritious daily snack or meal for 50 to 75 youth.
1. For preschool: To build a foundation for learning through age appropriate learning activities and build a foundation for healthy eating and exercise habits.
2. For youth and young adults: Provide a safe and healthy environment to learn and grow.
2. For preschool: To prepare children for entry to kindergarten.
3. For youth and young adults: Decrease the number of youth participating in illegal activities..
3. For preschool: Provide a safe and healthy environment to learn and grow and provide parents/guardians a place their children can go while they seek to improve their life

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Section D

Section D: 2014 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN/HEALTHY FAMILIES

Detail specific methods you will use to achieve these objectives.

For youth and young adults: Daily sign-in sheets are used to track attendance. Monthly, quarterly and annual reports are completed and audited by donors and foundations to this program.

For preschool: NAEYC and Missouri Department of Social Services evaluate the program and rate its progress. Children's progress is measured by academic and developmental growth charting using the Creative Curriculum Early Childhood Learning Program .

Evaluation

How can the success of each program be evaluated?

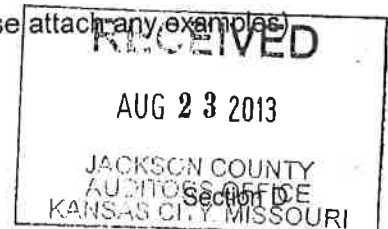
Indicate performance measures or statistics you will use to demonstrate the success of each program.

For youth 75% of youth participating will show levels of positive development increases through pre and post tes/surveyt. 65% of individuals participating in the program for at least 6 months will obtain their G.E.D. Individuals participating in the E.L.L. program will progress at levels that include at least a 4 level growth in a three month period. 80% of youth involved in nutrition program will participate in 75% of the year long activities.

For preschool: NAEYC evaluate the program and rate its progress. Children's progress is measured by academic and developmental growth charting. Health is evaluated by the number of qualified healthy snacks and meals consumed.

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)



Section D: 2014 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN/HEALTHY FAMILIES

For all of our programs: Through web-site, social media, mass e-mail program, flyers, mailings and newsletters, and at all fundraising events. Whatsoever is grateful to acknowledge the positive impact our funders have for our community members. Again in 2013 an example of our gratitude to Jackson County's generous support was our third annual fundraiser held in July of 2013. The fundraiser was an "American Royal" type of BBQ contest. The contest was held at the Blue Springs Campground at Fleming Park. Whatsoever rented the entire campground for three days from the Jackson County Parks and Recreation Department, which helped their funding. As in the previous two years many of the over 500 participants and attendees had never heard of the Blue Springs Campground and the activities Jackson County Parks and Recreation offered. The new participants and attendees were overwhelmed by the campground facilities and passed the word to us that they would certainly be back to use the facility. Whatsoever passed out literature about the Jackson County Parks and Recreation and the campground. In 2013 we also discussed the importance of COMBAT (Jackson County Anti-Drug Tax) with individuals at the event. The staff and Board of Directors feel it is a priority to have strong partnerships such as Whatsoever's and Jackson County's to better the lives of the individuals we both serve.

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KANSAS CITY, MISSOURI
Section D

**Exhibit B
Res. 18357**

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.)

Dorothy Pope
Authorized Representative's Signature

Dorothy Pope
Printed Name

Director of Financial Affairs
Title

6-26-13
Date

Subscribed and sworn before me this 26th day of June, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on March 22, 2015.

Mark D. Johnson
Signature of Notary

6-26-13
Date

