

**COOPERATIVE AGREEMENT**  
(Older Americans Act Match)

R. 19372

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 recognizes its statutory obligations to the poor under Section 205.580 et seq., RSMo; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support service programs for the elderly; and,

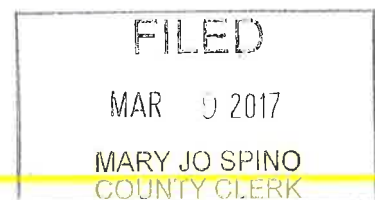
WHEREAS, Organization is the duly designated area agency on aging for the Missouri counties of Clay, Cass, Platte, Ray and Jackson; and,

WHEREAS, the County desires to provide funds to Organization so that Organization may plan and manage activities for the benefit of Jackson County residents under the **Older Americans Act**, 42 U.S.C. §3001 et seq.; and,

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

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

1. **Services To Be Provided.** Organization shall provide services under the Older Americans Act, and shall provide staff planning and management of activities under said Act, as are more fully set out in the document attached hereto, as Exhibit A,



and all of which benefit the residents of Jackson County, Missouri. 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 Office no later than October 31, 2017. Any changes to the budget must be approved by the Jackson County Legislature.

1. **Terms of Payment.** Upon execution of this Agreement, County shall pay Organization the sum of **\$25,947.00**. 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.

2. **Annual Report.** Organization shall submit an annual report, including invoices and cancelled checks, 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 purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2017. Failure to submit said 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

3. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to the finances and operations of Organization.

4. **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 County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Organization pertaining to its finances and operations. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Director of Finance and Purchasing prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

8 **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

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 reasons 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) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

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 as of 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 obligation 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  
Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Mid-America Regional Council**  
Dorothy Pope  
Director of Financial Affairs  
600 Broadway, Suite 200, KCMO 64105  
816-474-4240 Ext. 8206

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. 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 promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

A. That the County may without prior notice to Organization immediately terminate this Agreement; and,

B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs, and other expenses if it is necessary to bring legal action to recover such amount.



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 9<sup>th</sup> day of March, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

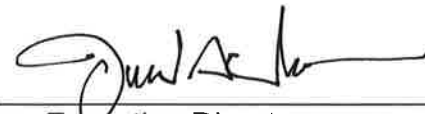
  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

By   
\_\_\_\_\_  
Frank White, Jr.  
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

By   
\_\_\_\_\_  
Executive Director  
Federal 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 \$25,947.00 which is hereby authorized.

March 7, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer  
Account No. 002-7902-56789

79022017002

**2017 Jackson County Outside Agency Funding Proposal  
Mid-America Regional Council  
Older Americans Act Match**

**EXHIBIT A  
RES. 19372**

**Mid-America Regional Council**

600 Broadway Blvd. Ste 200  
Kansas City, MO 64105-1659  
(816) 474-4240 x8206  
www.marc.org  
fedtaxid: 43-0976432

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Older Americans Act Match  
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**Fiscal Year:** January to December

**GuideStar:**

**Mission:** The Mid-America Regional Council promotes regional cooperation and develops innovative solutions through leadership, planning and action. Leadership • Identify regional challenges and act as a problem-solving forum. • Promote consensus and commitment to regional solutions. • Educate and engage the public in decision-making processes. Planning • Coordinate policies that guide progress in the region. • Develop regional plans for transportation, the environment, emergency response and more. • Conduct research and provide technical support to local leaders. Action • Advocate for regional issues at the state and federal levels. • Provide cooperative services between local governments. • Allocate resources for regional systems.

**Executive Director**

Executive Director  
David Warm  
(816) 474-4240 x8200  
dwarm@marc.org

**Contact Person**

Director of Financial Affairs  
Dorothy Pope  
(816) 474-4240 x8206  
poped@marc.org

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

**District 1:** Yes

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**2017 Jackson County Outside Agency Funding Proposal  
Mid-America Regional Council  
Older Americans Act Match**

**Agency Revenue Information**

Mid-America Regional Council  
Older Americans Act Match  
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Funding Entity	Source Description	2016 Actual	2017 Projected
Federal	Various grants and pass-through grants	\$38,488,266	\$40,128,462
State	Various grants	\$2,691,841	\$3,031,324
Jackson County	Various grants and dues	\$447,871	\$239,673
City of Kansas City	Various grants and dues	\$125,117	\$156,620
Charity/Donations	In-Kind contributed serv. & program inc.	\$8,846,689	\$8,890,943
Fundraisers	None	\$0	\$0
Donations	See attached list	\$7,539,523	\$8,136,783
		\$58,139,307	\$60,583,805

**Please check if your agency has cash reserves:** Yes  
**What is the current balance?** \$1,433,029

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

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

	Goods	Services	Cash	Amount
Harvesters				
Mid America Regional Council				
MAAC Link				
United Way			Yes	\$50,545

**2017 Jackson County Outside Agency Funding Proposal  
Mid-America Regional Council  
Older Americans Act Match**

**Date Program was Initiated:** 2010

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Older Americans Act Match  
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**What time period does this program run:** All Year

**Provide program description:** The \$28,086 request for funds is used as local match for federal Older Americans Act grant funds and represents Jackson County's share of the \$73,924 requested from the five Missouri counties, Kansas City, Missouri and Independence, Missouri, which participate in the aging program. This amount was increased two percent in December 2015 by the MARC Board of Directors.

**Describe the benefits of this program to Jackson County Missouri:** These funds are used to help the MARC Area Agency on Aging meet the administrative match required by the Older Americans Act.

**Describe target population to be served:** The Older Americans Act authorizes direct services to persons aged 60 and above, and state general revenue funds allow expansion of some services to disabled adults between ages 18 and 59. MARC's research data center estimates the 2015 Jackson County population aged 60 and over at 135,182 and estimated there are 53,919 eligible disabled residents. The total estimated target group of Jackson County residents who are eligible for direct services through the Area Agency on Aging is 189,101. The OAA was amended in 2000 to include a category of services and activities titled National Family Caregivers Support Program. Anyone having contact with or concern about an older person, including a family member, friend, neighbor or agency representative, could access this component for services.

**What are the qualifications for participants:** Federal regulations require that priority be given to those in the greatest social and economic need, which has been further defined as low-income, ethnic minorities, those with limited English speaking ability, the disabled, and the rural isolated elderly.

**Check if your services are available to anyone:**

**Do you maintain a database of participants:**

**Number of participants from Jackson County:** 6582

**Number of participants from Other Areas:** 2828

**Total Number of participants:** 9410

### **Outcomes**

**Outcome 1:** To develop and administer the annual Area Plan for Aging.

**How will outcome 1 be measured:** Annual preparation of area plan and periodic updates as needed.

**Outcome 2:** To promote the development of a coordinated continuum of care for older persons and disabled adults.

**How will outcome 2 be measured:** Annual assessments of programs when preparing the annual area plan.

**Outcome 3:** To serve as an advocate on issues and programs relative to the status of older persons residing within the service area.

**How will outcome 3 be measured:** Number of meetings of 1) Commission on Aging and supporting committees; 2) state grantor agency staff and other AAAs across the state of Missouri; and 3) Missouri silver-haired legislature.

**Outcome 4:**

**How will outcome 4 be measured:**

**Outcome 5:**

**How will outcome 5 be measured:**

**Please classify your program from the following types of services:**

Senior Services: Yes

**What Jackson County Legislative Districts are served by this program:**

Countywide: Yes

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**2017 Jackson County Outside Agency Funding Proposal  
Mid-America Regional Council  
Older Americans Act Match**

Mid-America Regional Council  
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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

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**2017 Jackson County Outside Agency Funding Proposal  
Budget as Awarded  
Mid-America Regional Council  
Older Americans Act Match**

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**Salaries**

Position/Title	Description	Amount of Salary Requested	Total Salary
Total Salaries & Fringe Benefits		<b>\$0</b>	

**Contractual Services & Supplies**

Description	Amount
Match for Older Americans Act grant funds	\$25,947
<b>Total Contractual Services &amp; Supplies</b>	<b>\$25,947</b>

**Total 2017 Program Budget:** \$25947

Program sustainable without Jackson County Funding	<b>No</b>
Total Cost to Run Program WITHOUT Jackson County Funding	<b>\$6,097,759</b>
Cost/Participant	<b>\$4</b>
JACO Funding/Total Program Cost	<b>0%</b>



Exhibit B

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**, (Organization name) 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  
Director of Financial Affairs  
Title

*Dorothy Pope*  
Printed Name  
3-3-2017  
Date

Subscribed and sworn before me this 3 day of MARCH, 2017. I am commissioned as a notary public within the County of JACKSON, State of MISSOURI, and my commission expires on 7-28-2017.

*[Signature]*  
Signature of Notary

3-3-2017  
Date