

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, **MID-AMERICA REGIONAL COUNCIL, 600 BROADWAY, SUITE 200, KANSAS CITY, MO 64105**, hereinafter referred to as "MARC".

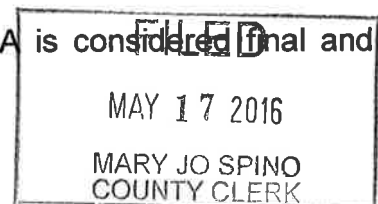
WHEREAS, the County deems it to be in the best interest of its citizenry to support services to low-income individuals and families as provided by MARC and other agencies, under subcontracts with MARC; and,

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

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

1. **Services**. MARC shall provide services, including emergency assistance to low-income families of Jackson County, and is expressly authorized to enter into a subcontract with 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 MARC shall deem appropriate, provided that said subcontractor shall provide that the County's funds shall be used by Whatsoever solely to provide services to low-income families of Jackson County. Whatsoever's signature on this Agreement indicates its acceptance of the provisions contained herein.

The budget Whatsoever submitted as part of Exhibit A is considered final and



non-changeable. If Whatsoever encounters unforeseen circumstances that require a change to its budget, Whatsoever shall submit a written request to the Jackson County Legislative Auditor's Office no later than October 28, 2016. 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 MARC the lump sum of \$30,000.00 for low-income families. 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 MARC 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, MARC's subcontracting agency, Whatsoever, 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 Whatsoever's activities pursuant to this Agreement. Whatsoever's failure to submit this annual report shall disqualify Whatsoever from future funding by the County.

MARC and Whatsoever must notify the County in writing on the 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 Whatsoever 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) Whatsoever's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Whatsoever'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 Whatsoever has previously received funding from the County, to be eligible for future payments, Whatsoever must submit either an audited financial statement for Whatsoever'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 Whatsoever is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Whatsoever and assessed by the County.

5. **Equal Opportunity.** MARC and Whatsoever shall maintain policies of employment as follows:

A. MARC and Whatsoever shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. MARC and Whatsoever shall take affirmative action as set forth to ensure that applicants for employment 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. MARC and Whatsoever agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. MARC and Whatsoever 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, MARC and Whatsoever assures that they do 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, their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, MARC shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it and Whatsoever do 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 MARC and Whatsoever pertaining to their finances and operations as they relate to the use of County funds. Further, MARC and Whatsoever agree 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 MARC or Whatsoever default in the performance or observation of any covenant, term or condition herein contained to be performed by MARC or Whatsoever, the County shall give MARC and Whatsoever ten days' written notice, setting forth the default. If said default shall continue and not be corrected by MARC and/or Whatsoever 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 MARC. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds**. MARC, Whatsoever, and the County recognize that the County intends to satisfy its financial obligation to MARC 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 MARC and Whatsoever 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.** MARC and Whatsoever warrant 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.** MARC and Whatsoever 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 MARC or Whatsoever during the performance of this Agreement.

13. **Insurance**. MARC and Whatsoever shall maintain the following insurance coverage during the term of this Agreement.

A. MARC and Whatsoever 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. MARC and Whatsoever 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. MARC and Whatsoever agree 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, 2016, and shall continue until December 31, 2016, 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 MARC and Whatsoever 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, MARC, or Whatsoever 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 MARC and Whatsoever to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care**. MARC and Whatsoever 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**. Whatsoever 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

Whatsoever Community Centers
Charlie Gascich
1201 Ewing Avenue
Kansas City, MO 64126
(816) 231-0227

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. MARC and Whatsoever 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.** MARC and Whatsoever agree to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and MARC's and Whatsoever's failure to do so constitute a breach of this Agreement. In such event, MARC and Whatsoever consent and agree as follows:

A. The County may, without prior notice to MARC or Whatsoever, immediately terminate this Agreement; and

B. The County shall be entitled to collect from MARC all payments made by the County to MARC for which MARC or Whatsoever have 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.** MARC and Whatsoever 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 MARC or Whatsoever are merged or purchased by another entity, the County reserves the right to terminate this Agreement. MARC and Whatsoever shall immediately notify the county in the event it is merged or purchases

by any other entity.

22. **Confidentiality**. MARC's and Whatsoever'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 MARC have executed this Agreement

this 17th day of May, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

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

ATTEST:

MID-AMERICA REGIONAL COUNCIL

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By James J. ...
Title Executive Director
Federal Tax I.D. 43-0976432

WHATSOEVER COMMUNITY CENTER

By ...
Title EXECUTIVE DIRECTOR

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 \$30,000.00, which is hereby authorized.

May 13, 2016
Date

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

PC 79022016009



2016 OUTSIDE AGENCY FUNDING REQUEST

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

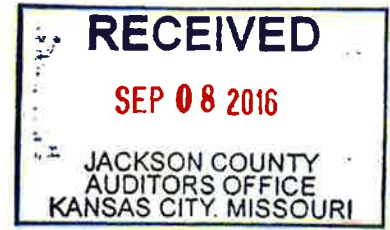


EXHIBIT A
RES. 19046

New Agency Request
Previously Funded

Name: Whatsoever Community Center			
Address:	City:	State:	Zip Code:
1201 Ewing Ave.	Kansas City	MO.	64126
Phone No:	Website:		
(816) 231-0227	whatsoevercc.org		
Federal Tax ID No:	Fiscal Year:		
44-0545274	01/01 to 12/31		
Executive Director/President:	Phone No.	Email:	
Charlie Gascich	(816) 231-0227	cwhatsoever@yahoo.com	
Principal Contact:	Phone No.	Email:	
Charlie Gascich	(816) 231-0227	cwhatsoever@yahoo.com	

Please complete the following sections for your 2016 Outside Agency Proposal.
Section B and Section C must be filled out for each program you are requesting funding for.

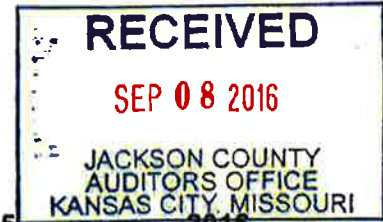
- Section A: Agency Revenue Information
- Section B: Program Budget Request
- Section C: Program Information

Total # of Programs Requesting Funding For: 1

Total Amount Requested: \$ 44,670



Section A Agency Revenue Information



Funding Entity	Source Description	2015	2016
		Actual	Projected
Federal	Federal Food Program	\$ 10,000 -	\$ 10,000 -
State	Childcare Reimbursement	\$ 24,500 -	\$ 27,000 -
Jackson County	Outside Agency/COMBAT	\$ 78,000 -	\$ 78,000 -
City of Kansas City		-	-
Charity/Donations	United Way/Foundations/Donors	\$ 172,000 -	\$ 195,000 -
Fundraisers	2 Major Fundraisers	\$ 55,000 -	\$ 55,000 -
Other	Early Childhood Fees	\$ 18,500 -	\$ 22,000 -
		\$ 358,000 -	\$ 387,000 -

Please check if your agency has cash reserves

What is the current balance? \$ 4,000

Please check all Jackson County sources your agency received funding from in 2015:

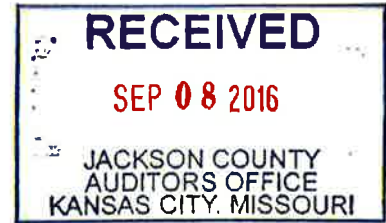
- Board of Services for Developmentally Disabled
- COMBAT
- Domestic Violence Board
- Housing Resources Commission
- Mental Health Levy
- Outside Agency

Please check any of the following your agency received funding or resources from in 2015:

	Goods	Services	Cash	Amount
Harvesters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
Mid America Regional Council	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
MAAC Link	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
United Way	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 100,000 -
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-



Section C 2016 Program Information



Agency Name:
Whatsoever Community Center

Program:
Healthy Children/Families

Proposed Program

Detail functions to be performed.

The Early Childhood Program will provide two nutritious meals and one snack daily for children from 2 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. The program is changing from nationally accredited through N.A.E.Y.C.(National Association of Young Children) to the State of Missouri Early Childhood accreditation. This change will allow for better communication with the accrediting body and all around better program results. 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. ■

Why is this a priority for your agency?

The vast majority of our program participants are below the national poverty level and nutritious food and a healthy life style is not a top priority for too many. For youth to succeed in school healthy meals are essential. The area around Whatsoever also has many opportunities for youth and young adults to participate in illegal activities. By providing a safe place for our youth to go to and caring adults to lead them in positive behavior growth we will make our community a better place to live for all. The lack of affordable transportation leads to problems for our participants to access healthy food. Convenience stores are close but they do not provide healthy food. By exposing our youth healthy food eating habits daily we can assist them in positive educational and social growth. ■

Check if this program is sustainable without Jackson County's funding.

Target Population

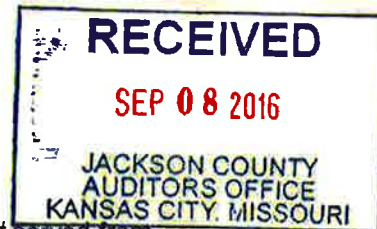
Describe target population and demographics to be served by each program.

At-risk youth and young adults and their families ages 6 to 18 years old in Jackson county, Missouri.

Children ages 2 to 6 years old in Jackson county, Missouri.

What criteria do you have for the participants you serve?

For youth and young adults there are no boundaries but over 98% of participants are from Jackson County, Missouri. For preschool there are no boundaries but over 99% of participants are from Jackson County, Missouri.



Service Delivery Area

Identify the number of participants that this program serves.

Total # served	# served from Jackson County	# served from Other Areas
120	109	11

Identify your specific service delivery area by zip code or geographical boundary.
Zip Code _____ Geographical Boundary _____

There are no geographic boundaries for our participants but over 98% con

Check if this is a Countywide Program
If not, What is the Jackson County Legislative District? 1st At-Large 1st District

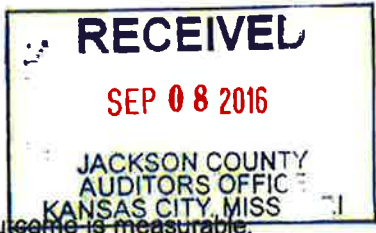
Check if you keep a list of participants for this program

Please classify your program from the following types of services:

- Community Improvement/Outreach
- Food/Emergency Services
- Health/Wellness
- Indigent Population
- Senior Services
- Youth Services

Other: _____

Check if your services are available to anyone.



Outcomes

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

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

Summary


Your application will not be considered complete without answering all questions. All applicants must fulfill the requirements listed below to complete the funding request process.

Please check the box acknowledging you understand your organization's responsibility to the following.

- Reviewed the Non-Allowable Expenses
- Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved.
- Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies.

Your organization will submit the following with the Outside Agency Proposal:

- Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate
- Missouri Secretary of State Certificate of Good Standing
- Missouri Secretary of State Annual Registration Report

Signature: Charlie Gascich 

Date Submitted: 09/08/2015

SAVE

PRINT

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
Director of Financial Affairs
Title

Dorothy Pope
Printed Name
5-3-16
Date

Subscribed and sworn before me this 3rd day of May, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on March 22, 2019.

Mark D. Johnson
Signature of Notary

5-3-16
Date



MARK D. JOHNSON
My Commission Expires
March 22, 2019
Jackson County
Commission #15309198

WORK AUTHORIZATION AFFIDAVIT

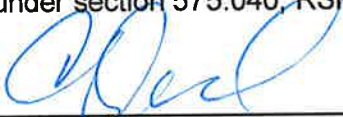
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Authorized Representative's Signature
Executive Director

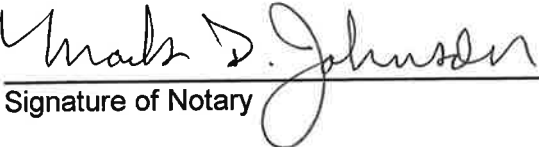
Title

Charlie Gascich

Printed Name
5/5/2016

Date

Subscribed and sworn before me this 5th day of May, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on March 22, 2019.



Signature of Notary

5-5-16

Date



MARK D. JOHNSON
My Commission Expires
March 22, 2019
Jackson County
Commission #15399198