

COOPERATIVE AGREEMENT
COMBAT Anti-Violence Special Initiative
(January 1, 2014, through December 31, 2014)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and, **SHOOTER'S TOUCH ACADEMY, LLC, 11706 E. 48TH STREET, KANSAS CITY, MO 64133** (a Missouri not-for-profit corporation or governmental unit), hereinafter referred to as "Organization."

WHEREAS, the voters in Jackson County approved and renewed a quarter cent sales tax for the purpose of providing revenue to combat violent crimes in our community; and,

WHEREAS, the voters and the Jackson County Legislature authorized the County Executive to contract with qualified governmental units and not-for-profit community organizations, whether public or private, for the purpose of reducing and preventing violent crimes, if such organization has been in existence for a period of not less than two (2) years; and,

WHEREAS, Organization has been in existence for more than two (2) years and proposes to provide services to reduce and/or prevent violent crimes; and,

WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2014 funding; and,

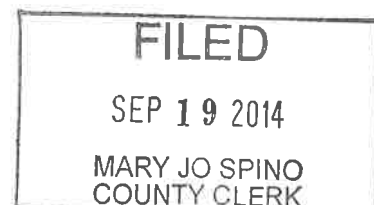
WHEREAS, the Jackson County Legislature has recommended the expenditure of **\$20,000.00**, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") for Organization to assist in the reduction and/or prevention of violent crimes;

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:

1. **Services.** Organization shall use COMBAT funds solely for the purpose of providing activities to reduce and/or prevent violent crimes for Jackson County; and,

Organization has agreed to use COMBAT funds only as set forth in Exhibit A, attached hereto; and,

Organization shall administer the program as outlined on the application's Program Logic Model. Any changes to the Organization's program as funded by COMBAT, must receive written approval from the County before implementing any changes from their submitted proposal.



2. **Payment.** The County agrees to pay to the Organization a total amount not to exceed **\$20,000.00**. Upon execution of this contract, an advance payment equal to one-quarter of the contract amount, totaling **\$5,000.00** will be submitted to Organization. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Organization agrees to submit a monthly expense report on forms provided by COMBAT Administration by the 20th of the following month. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. Any reports that are incorrect will delay payment. Upon receipt of Organization's invoices, the remaining contract amount will be paid in four equal monthly payments in the amount of **\$3,750.00** each, paid for the months of September, October, November, and December.

Organization agrees to submit a quarterly program report for the quarter ending September 30, 2014, and an Annual Report, on forms provided by COMBAT Administration by the 20th of the month following the quarter's end. The October payment will be detained until the quarterly program report is received and accurate.

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 invoices. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

The final payment will not be processed until the agency's annual program report has been completely reconciled.

3. **Program Requirements.** All COMBAT Anti-Violence Special Initiative funded programs must adhere to the following:

- A. Organization must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
- B. Organization must operate an evidence-based or research-based violent crimes reduction and/or prevention project that is supported by research and scientific theory.
- C. Organization must be a governmental agency or an agency chartered in the State of Missouri and have received an exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and must provide such documentation to COMBAT Administration. Organization must have been in existence for two years prior to proposal submission (Statement of Contractor's Qualifications).
- D. Organization must notify COMBAT Administration in writing on Organization 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 towards the Organization
 - f. Changes to program and/or services, and the program's Logic Model and Outcome Measurement Framework chart.
- E. Organization must submit monthly invoices.
- F. Organization must participate in COMBAT sponsored activities as notified or requested.
- G. Organization must agree to accept referrals from the Non-Violence Alliance (NoVA), in which the Jackson County Prosecutor's Office is a participant, when requested.

4. **Annual Report/Other Documentation.** Organization shall submit the Final Program Report and other documentation directly related to this Agreement as requested by the County's Director of Finance and Purchasing, or by such other manager as designated in writing by the County Executive, to show that funds paid to Organization by the County were used for the purpose set forth in this Agreement.

5. **Evaluation Requirements.** Organization agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the program's impact on the community. The Organization agrees to participate in an evaluation of the Anti-Violence Special Initiative and of the Organization's overall program as required by COMBAT Administration. Organization further agrees to utilize any agency specific evaluation document provided by COMBAT administration. Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate Organization's performance periodically based on the Organization's quarterly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 18 if the Organization does not meet stated performance measures and contractual requirements.

6. **Audit.** The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization related to this Agreement. Organization agrees to establish and adopt accounting standards and forms for this program as may be recommended by the County's Financial Advisor 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.

7. **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 Organization receives written notice thereof, the County may at its election terminate the Agreement 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.

8. **Submission of Documents.** No payment shall be made under this contract unless the Organization has submitted to COMBAT (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the number to be served, (3) a detailed explanation of actual expenditures of COUNTY funds (pertains to final payments and payments on contracts for future years.) Any document described herein which was submitted to COMBAT, as a part of an application for funding need not be resubmitted to qualify for payment. However, an approved budget, which may be different from the amount of funds requested in the application, must be submitted to COMBAT in order to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

9. **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.

10. **Insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

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. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

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. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of

IN WITNESS WHEREOF, this Agreement has been executed this 19th day of September, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: W. Stephen Nixon
W. Stephen Nixon
County Counselor

By: Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

SHOOTER'S TOUCH ACADEMY, LLC

By: Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

By: Clyde Harney
Title: Coordinator
Federal Tax ID No. 45-5279432

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$20,000.00**, which is hereby authorized.

September 17, 2014
Date

Director of Finance and Purchasing
Account No.: 008-4402-56005

PC 44022614034

BUDGET FOR REMAINING 2014 (AUGUST TO DECEMBER)

Item	Explanation	Cost
Coordinator	12 hrs x 18 wks x \$30	\$6,480
2 Asst Coordinators/Trainer/Coaches	12 hrs x 18 wks x \$20	\$8,640
Sports Medicine Spec/Nutritionist	1 hr x 10 wks x \$25	\$250
Discipline Speakers	1 hr x 10 wks x \$25	\$250
2 Teachers	4 hrs x 18 wks x \$15	\$2,160
9 Evaluation (UMKC)		\$2,220
TOTAL		\$20,000
ADDITIONAL DONATIONS/FUNDING		
Gym Rental	Penn Valley/KC Sports Lodge/KCPD Rec Center	\$8,500 (Fundraising)
Supplies	Video training sup., train equip, balls, hand sanitizer	\$3,500 (Fundraising)
Uniforms	40 X \$80 Plus 5 Staff Uniforms & Basketball Bags	\$4,200 (Fundraising)
Misc.	First aid kits, sports drinks, fruit, refreshments	\$2,700 (Fundraising)
Insurance	\$1 Million	\$1,000 (Fundraising)

This program is for both Eastern Jackson County and Kansas City. This includes 20 Boys & 20 Girls.

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 **Shooter's Touch Academy, LLC**, (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 **Shooter's Touch Academy, LLC**, 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)

Clyde Harrey
Authorized Representative's Signature
Coordinator
Title

Clyde HARREY
Printed Name
9/9/14
Date

Subscribed and sworn before me this 9th day of September, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 7/23/2017.

Carol A. Lillis
Signature of Notary

9/9/14
Date

CAROL A. LILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Feb. 23, 2018
Commission # 14939322