

K.C.R.
6/16/11

R. 17490

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **PALESTINE SENIOR CITIZEN ACTIVITY CENTER, 3325 Prospect, Kansas City, MO 64128**, hereinafter called "Palestine."

WHEREAS, the County and Palestine desire to enter into an Agreement to provide funding to be used for its Senior Citizen Activity Center nutritional meal service program; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Palestine respectively promise, covenant, and agree with each other as follows:

1. **Services.** Palestine shall provide services through its Senior Citizen Activity Center as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference.
2. **Terms of Payment.** The County agrees to pay to Palestine the total amount of \$70,701.00 in quarterly installments of \$17,675.25 each, with the first payment for the first and second quarters to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof.
3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this

FILED
JUN 16 2011
MARY JO SPINO
COUNTY CLERK

Agreement, Palestine shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The reports for the first and second quarter shall both be submitted within 30 days after the conclusion of the second quarter. The last quarter's report shall include an annual report which shall summarize all of Palestine's activities pursuant to this Agreement. Palestine's failure to submit this annual report shall disqualify Palestine from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to the 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) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was 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 the contract agency is out of compliance on any other County contract.

5. **Equal Opportunity.** Palestine agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, Palestine agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

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

7. **Default.** If Palestine shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Palestine within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

8. **Conflict of Interest.** Palestine 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.

9. **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.

10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Palestine shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 Palestine during the performance of this Agreement.

11. **Term.** This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2011. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Palestine as verified by the County's audit.

12. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th
day of June, 2011.

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

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

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

PALESTINE SENIOR CITIZEN
ACTIVITY CENTER

By: Jacqueline Hall
Executive Director
43-1531200
Federal I.D. or S.S.#

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 from which payment is to be made, each sufficient to meet the obligation of \$70,701.00 which is hereby authorized.

June 14, 2011
Date

D. West Thomas
Director of Finance and Purchasing

Account No. 002 7902 6789
301 2011 014



OUTSIDE AGENCY FUNDING REQUEST FORM 2011 BUDGET

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

Email: auditor@jacksongov.org

tabbles
EXHIBIT
A

SEP 17 2010

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Section A: Organization or Agency Information

Name: **PALESTINE SENIOR CITIZEN ACTIVITY CENTER**

Address: **3325 PROSPECT**

Phone No: **816-921-1963**

Fax: **816-924-7586**

Website Address:

Federal Tax ID No: **43-1531200/0**

Fiscal Year Cycle: **1-1-2011 to 12-31-2011**

Executive Director: **JACQUELINE 'JACKIE' HALL, Director**

Name and Title of Principal Contact Person:

Phone No: **816-921-1963**

Email Address: palestinedir2@sbcglobal.net

Submittal of this request has been authorized by:

JACQUELINE 'JACKIE' HALL, DIRECTOR

Date:

1/16/2010

Section B: Agency's 2010 and 2011 Revenue Information

Agency's 2011 Projected Revenue Information

Funding Entity	Agency's 2011 Total Projected Revenue Source You Will Request 2011 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County	MARC	\$ 75,000	32
Other Counties		\$ -	0
City	CDBG - Public Service	\$ 85,000	36
Charity/Donations	Church & Donations	\$ 40,000	17
Fundraisers	In-House Fundraisers	\$ 2,000	1
Other	Daycare Lease & Membership	\$ 32,000	14
2011 Total Projected Revenue		\$ 234,000	

Agency's 2010 Revenue Information

Funding Entity	Agency's 2010 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County	MARC	\$ 70,701	21
Other Counties		\$ -	0
City	CDBG - Capital Improvement(Not recvd to date)	\$ 150,000	44
Charity/Donations	Church & Donations	\$ 86,000	25
Fundraisers	In-House Fundraisers	\$ 2,100	1
Other (please list)	Daycare Lease & Membership	\$ 32,000	9
2010 Total Revenue		\$ 340,801	

If your agency received funding from Jackson County in 2010, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 70,701	Food Reimbursement
2010 Total Jackson County Funding			\$ 70,701	

Did your agency receive funding or resources in 2010 from either of the following?

Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 70,701
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -

Section C: 2011 REVISED Program Budget
Complete a separate program budget for each program your agency is applying for funding.

Agency Name: PALESTINE SENIOR CITIZEN ACTIVITY CENTER

Program Name: SUPPLIES

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Total Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
			\$ -
REIMBURSEMENT OF FOOD COST ONLY			\$ 70,701.00
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 70,701.00

RECEIVED
 JAN 26 2011
 JACKSON COUNTY
 AUDITOR'S OFFICE
 KANSAS CITY, MISSOURI

Total Program Request \$ 70,701.00

Section D: 2011 Program Information

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

Agency Name: PALESTINE SENIOR CITIZEN ACTIVITY CENTER

Program Name: SUPPLIES

Proposed Program

Detail functions to be performed by each program.

Palestine promotes the physical, emotional, social and economic well-being in all aspects of seniors daily lives. Offering a comprehensive program to seniors who reside within the Kansas City Community, specifically the Urban Core Area. The current membership is over 100 seniors, ages 55 years and older. Activities are diversified to meet the needs and interest of the members. Nutritional meal service is a core component. Serving a nutritional meal has become an exceptional challenge as food prices increase.

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Section D: 2011 Program Information

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

Agency Name: PALESTINE SENIOR CITIZEN ACTIVITY CENTER

Program Name: SUPPLIES

Participants

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

Jackson, MO	1,200
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

Target Population

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

The Palestine Senior Citizen Activity Center was designed to respond to the needs of aging Jackson County Missouri seniors, by promoting their physical, emotional, social and economic well being and supporting their goal of "aging in place". The changing lifestyle and physical needs of an older adult population are rarely reflected in the dominant neighborhood development patterns of the region.

Would you provide these services to anyone at your door? (Membership) Answer Yes or **No**
 Is anyone denied services? Answer Yes or **No**

What level of indigents (below poverty level) do you serve? **N/A**

Please classify your program from the following types by percentage of your agency's overall service

Senior Program	100 %
Indigent Program (Below Poverty Level)	0 %
Senior Indigent Program	0 %

What criteria do you have for the clients you serve? **Membership application & fee**

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Section D: 2011 Program Information

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

Agency Name: PALESTINE SENIOR CITIZEN ACTIVITY CENTER

Program Name: SUPPLIES

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The majority of members that participate at Palestine Senior Citizen Activity Center live within the Urban Core. Independence Avenue to 47th Street and Van Brunt to Troost.

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.

Each member has completed an application that is on file in the centers office. Application information include the members name, address and telephone number. A membership card is issued for every member and upon entering the building they must show their card and sign in. Funds received from Jackson County are used to defray the cost of the food served. Meals are discounted for members of the center. The funds help to ensure that the nutritonal need of seniors are addressed through nutritionally planned meals.

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Section D: 2011 Program Information

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

Agency Name: PALESTINE SENIOR CITIZEN ACTIVITY CENTER

Program Name: SUPPLIES

Approach & Method

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

The Center provides an affordable and nutritional lunch for seniors ages 55 years and older, that supports the basics of an adequate diet.

The Center offers a comprehensive program for seniors ages 55 years and older living in Jackson County communities, by addressing established indicators for social and healthy well-being that support the aging. Our strategies focus on delivering opportunities for diverse socialization that challenge mind and body through classes, discussion groups, physical exercise, excursions, laughter and community involvement activities, followed by lunch and stimulating conversation among friends.

The Center provides access to information and services that promote long-term health and well-being for seniors. Along with the daily meals the center provides speakers on services and issues that affect the daily lives of seniors. The objective is to allow seniors to remain functional and in their home.

Detail specific methods you will use to achieve these objectives.

For the past 19 years the Palestine Senior Citizen Activity Center has become a significant part of everyday life for its membership. The center continually works to stimulate this environment by scheduling special activities and events that reach the diverse interest of our participants. Our daily activities include the game room area, which consists of a wide-screen TV, checkers, dominoes, billiards, ping pong, a sewing room and bingo. The exercise program, health screening and day trips are scheduled throughout the day. The monthly calendar and quarterly newsletter help seniors plan their participation at the center in advance. However, many of our members come strictly for the nutritional meals. Guest presentors make presentations during the lunch period on topics geared toward senior needs and interest.

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Section D: 2011 Program Information

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

Agency Name: PALESTINE SENIOR CITIZEN ACTIVITY CENTER

Program Name: SUPPLIES

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.

The Palestine Senior Citizen Activity Center members are issued a membership card. Members must show their card and sign-in upon entering the building. Sign-in sheets are used for all activities and events to measure the level of participation of the members. A count of lunches served, carry-out meals, visitors and volunteers are taken daily. A yearly survey is taken for member input on existing program and future activities.

Notification

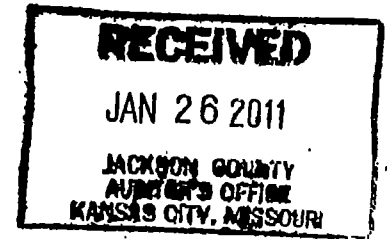
How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

It is our policy that the funding records of the Palestine Senior Citizen Activity Center are open to the public. Our members are reminded often of the funding from Jackson County through podium announcements and through the quarterly newsletter. A footnote has been added to our monthly calender that states that the center receives funding from Jackson County.

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SENIOR CITIZEN ACTIVITY CENTER



January 21, 2011

Gary Panethiere, CPA
Jackson County Courthouse
415 E. 12th Street, 2nd Floor
Kansas City, Mo. 64106

Dear Mr. Panethiere,

The Palestine Senior Citizen Activity Center has amended the following procedures regarding free meal in compliance to the Jackson County Department of Aging. The center serves meals daily to senior's ages 55 years and older. Those members unable to pay the \$3.00 for lunch may complete a free lunch application. Non-members (walk-ins) that seek food assistance at the center will receive a free meal in a designated area of the center. A referral sheet will be provided on agencies in the surrounding area that provide ongoing free food services.

The monthly calendar and the quarterly newsletter will include the statement that free lunches are available to low income seniors through Jackson County Outside Agency Funding. This will also be announced during the lunch period at the center.

Applications for free lunch may be obtained in the office for those members and non-members meeting guidelines set by Jackson County.

Staff, volunteers and community service workers regardless of income will pay a free will amount for their lunch.

Daily counts of the total number of meals served to members free and paid along with the number of free meals to non-members will be logged.

If there are any additional amendments that need to be added please contact me at 816-921-1963.

Sincerely,

Jacqueline 'Jackie' Hall, Director