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R. 18357

**COOPERATIVE AGREEMENT**

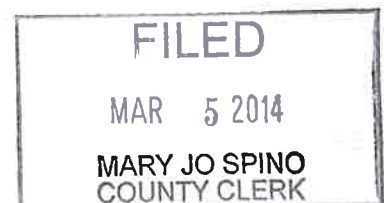
**AN AGREEMENT** by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, 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 emergency assistance to low-income families of Jackson County, and is expressly authorized to enter into a subcontract with the Bishop Sullivan 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 Bishop Sullivan 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 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, 2014. Any changes to the budget must be approved by the Jackson County Legislature.

1. **Terms of Payment.** Upon the execution of this Agreement, the County shall pay to Organization 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 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 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. 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. **Submission of Documents.** No payment shall be made under this contract unless the Bishop Sullivan Center shall have provided to Organization and Organization shall have confirmed to Director of Finance and Purchasing its receipt of: (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.

2. **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.

3. **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. Organization shall insure that its subcontractor has made this same warranty.

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, 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 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

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 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.

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor

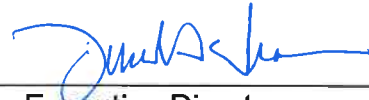
JACKSON COUNTY, MISSOURI

By   
Michael D. Sanders  
County Executive

ATTEST:

  
Mary Jo Spino  
Clerk of the Legislature

MID-AMERICA REGIONAL COUNCIL

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$30,000.00** which is hereby authorized.

  
Date

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

79022014 004



# OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)

|   |             |
|---|-------------|
| Section A: Organization or Agency Information . . . . .         | page 1      |
| Section B: Agency's 2013 and 2014 Revenue Information . . . . . | page 2      |
| Section C: Individual Program Budget . . . . .                  | page 3      |
| Section D: Program Information . . . . .                        | pages 4 - 8 |
| Section E: Summary of Request by Program . . . . .              | page 9      |

## Section A: Organization or Agency Information

|   |  |                    |  |
|---|--|--------------------|--|
| Name:   | Bishop Sullivan Center   |                    |  |
| Address:  | 6435 E. Truman Road, Kansas City, MO                               | Zip Code:          | 64126  |
| Phone No:   | 816-231-0984   | Fax:               | 816-231-3096   |
| Website Address:                                  | <a href="http://www.bishopsullivan.org">www.bishopsullivan.org</a> |                    |  |
| Federal Tax ID No:                                | 43-1750848   | Fiscal Year Cycle: | July-June  |
| Executive Director:                               | Thomas Turner  |                    |  |
| Name and Title of Principal Contact Person:       | Thomas Turner  |                    |  |
| Phone No:   | 816-231-0984   | Email Address:     | <a href="mailto:tom.turner@bishopsullivan.org">tom.turner@bishopsullivan.org</a> |
| Submittal of this request has been authorized by: | Thomas Turner  |                    |  |
| Date:   | 22-Aug-13  |                    |  |

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KANSAS CITY, MISSOURI  
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<br>Source You Will Request 2013 Funding From | Projected<br>Amount | % of<br>Total Revenue |
|-------------------------------------|--|---------------------|-----------------------|
| Federal                             | Emergency Food and Shelter Program   | \$ 5,000            | 0                     |
| State                               |  | \$ -                | 0                     |
| Jackson County                      | Outside Agency   | \$ 30,000           | 2                     |
| Other Counties                      |  | \$ -                | 0                     |
| City                                |  | \$ -                | 0                     |
| Charity/Donations                   |  | \$ 1,515,000        | 88                    |
| Fundraisers                         | Auction, Golf Tournament   | \$ 150,000          | 9                     |
| Other                               | MAAC Managed   | \$ 30,000           | 2                     |
| <b>2014 Total Projected Revenue</b> |  | <b>\$ 1,730,000</b> |                       |

### Agency's 2013 Revenue Information

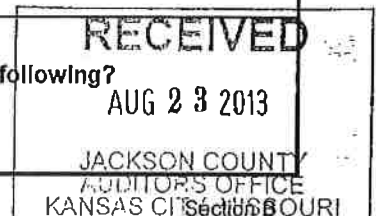
| Funding Entity            | Agency's 2013 Total Revenue<br>Source You Received Funding From | Amount              | % of<br>Total Revenue |
|---------------------------|---|---------------------|-----------------------|
| Federal                   | Emergency Food and Shelter Program                              | \$ 15,000           | 1                     |
| State                     |   | \$ -                | 0                     |
| Jackson County            | Outside Agency  | \$ 30,000           | 2                     |
| Other Counties            |   | \$ -                | 0                     |
| City                      |   | \$ -                | 0                     |
| Charity/Donations         |   | \$ 1,765,000        | 89                    |
| Fundraisers               | Auction, Golf Tournament  | \$ 150,000          | 8                     |
| Other (please list)       | MAAC Managed  | \$ 33,000           | 2                     |
| <b>2013 Total Revenue</b> |   | <b>\$ 1,993,000</b> |                       |

**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 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"/>            | \$ 30,000        | Emergency Assistant |
| <b>2013 Total Jackson County Funding</b>       |                                     |                                     | <b>\$ 30,000</b> |                     |

**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"/> | \$ - |



## Section C: 2014 Program Budget

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

**Agency Name:** Bishop Sullivan Center

**Program Name:** Emergency Assistance

| <b>Personal Services</b>   |               |   |   |
|--|---------------|---|---|
| — 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 |
| Pantry Manager   | 36,167        | 41%                                     | \$ 15,000                                       |
| Receptionist   | 29,078        | 52%                                     | \$ 15,000                                       |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
| Total Salaries   |               |   | \$ 30,000                                       |
| Total Fringe Benefits  |               |   | \$ -  |
| <b>Total Personal Services</b>   |               |   | <b>\$ 30,000</b>                                |
| <b>Contractual Services</b>  |               |   |   |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
| <b>Total Contractual Services</b>  |               |   | <b>\$ -</b>                                     |
| <b>Supplies</b>  |               |   |   |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
|  |               |   | \$ -  |
| <b>Total Supplies</b>  |               |   | <b>\$ -</b>                                     |

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**Total Program Request \$ 30,000**

## Section D: 2014 Program Information

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

Agency Name: Bishop Sullivan Center

Program Name: Emergency Assistance

### Proposed Program

Detail functions to be performed by each program.

Our Emergency Assistance program provides assistance to as many as 15,000 Jackson County residents over the next year. Emergency assistance is defined a support of life's basic necessities, such as food, rent and utilities (water, heat and lights). This kind of assistance often keeps families in their homes and thus reduces incidences of homelessness in our county.

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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.*

**Agency Name:** Bishop Sullivan Center

**Program Name:** Emergency Assistance

### Participants

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

|                           |        |
|---------------------------|--------|
| Jackson, MO               | 15,000 |
| Clay, Platte,<br>Cass, MO | -      |
| Wyandotte,<br>Johnson, KS | -      |
| Other<br>Missouri         | -      |

### Target Population

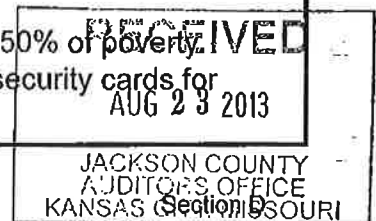
Describe target population and demographics to be served by each program.

We serve people living in some of the poorest neighborhoods in Jackson County. We service families living in zip codes 64120 through 64129. Their income must be within 150% of the poverty guidelines. We report all our assistance to the Mid-America Assistance Coalition (MAAC) and use their database to qualify applicants.

Would you provide these services to anyone at your door? No Answer Yes or No  
 Is anyone denied services? Yes Answer Yes or No  
 What level of indigents (below poverty level) do you serve? 150% of the poverty level  
 Please classify your program from the following types by percentage of your agency's overall service  
     Senior Program %  
     Indigent Program (Below Poverty Level) 79%  
     Senior Indigent Program 21%

What criteria do you have for the clients you serve?

Clients must live in the zip codes we serve and their income must be within 150% of poverty guidelines. We ask for proof of income, proof of address and require social security cards for everyone in the family.





## Section D: 2014 Program Information

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

Agency Name: Bishop Sullivan Center

Program Name: Emergency Assistance

### Service Delivery Area

Identify your specific geographic service delivery area for each program.

We serve people who live in zip codes 64120 through 64129.

### 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.

Our agency requires families requesting assistance to provide a current bill or piece of mail that shows their address. We also require proof of income, a photo ID and social security cards for all persons in the household. Our service area encompasses zip codes that are all located in Jackson County.

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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.

Agency Name: Bishop Sullivan Center

Program Name: Emergency Assistance

### Approach & Method

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

1. To assist low-income people of Jackson County with basic human needs: food, shelter and utilities (water, heat and lights).

2. To provide employment assistance to those who are able to work to help them become self-sufficient.

3. To refer clients to other agencies in the county to obtain help that we cannot provide.

Detail specific methods you will use to achieve these objectives.

Most of our staff have years of experience working with low-income people. Consequently, they have become adept at screening people asking for assistance, separating out those who really need help from those who may not. Using the MAAC database is a great tool for evaluating the legitimacy of clients' needs.

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KANSAS CITY, MISSOURI  
Section D

## Section D: 2014 Program Information

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

Agency Name: Bishop Sullivan Center

Program Name: Emergency Assistance

### 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.

We keep records of everyone who comes to us for help. That information is recorded in the MAAC database. It helps us to sort out those who truly have an emergency need from those who are in chronic need. Success in emergency assistance is when you help a client who then doesn't return for help for at least a year. This can easily be tracked through MAAC.

### 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)

Since most of our donors ask that their donations remain anonymous, we don't print out an entire list of contributors for publication. However, we do let people know of the county's generous funding on our website.

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KANSAS CITY, MO  
Section D JOURI

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  
1-31-2014  
Date

Subscribed and sworn before me this 31 day of JANUARY, 2014. 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  
NANCY WEITZEL BERRY  
Notary Public, Notary Seal  
State of Missouri  
Jackson County  
Commission # 13414121  
My Commission Expires July 28, 2017

1/31/2014  
Date