

**COOPERATIVE AGREEMENT**

**R. 16797**

**AN AGREEMENT** by and between **JACKSON COUNTY, MISSOURI**, a First Class Constitutional Home Rule County, hereinafter called "the County" and **UNION STATION, INC.**, 30 West Pershing Road, Kansas City, MO 64108, a not-for-profit organization, hereinafter called "Union Station."

WHEREAS, the County and Union Station desire to enter into a Cooperative Agreement whereby County will provide funds to allow indigent children to participate in programs offered by Science City at Union Station; and,

WHEREAS, the County deems it to be in the best interest of the citizenry to support such efforts;

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

1. **Services.** Union Station shall use said \$25,000.00 as funding to allow indigent children to participate in programs offered by Science City at Union Station.
2. **Terms of Payment.** The County agrees to pay to Union Station the amount of \$25,000.00, in quarterly installments of \$6,250.00 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 required under paragraph 3, below.
3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Union Station shall submit a quarterly report, including a statement of

**FILED**  
NOV 03 2009  
MARY JO SPING  
COUNTY CLERK



budgeted and actual expenditures, 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 last quarter's report shall include an annual report which shall summarize all of Union Station's activities pursuant to this Agreement. Union Station's failure to submit this annual report shall disqualify Union Station 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 County's Budget Director (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 Budget Director 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**. Union Station 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, the Union Station 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 Union Station pertaining to the finances and operations of Union Station.

7. **Default.** If Union Station shall default in the performance or observation of any term or condition of this Agreement, the County shall give Union Station written notice setting forth the default and the correction required. If said default shall continue, and not be corrected within 10 days of the receipt of the notice by Union Station, the County may, at its election, terminate the Agreement and withhold any payments not yet made to Union Station. Said election shall not in any way limit the County's rights to seek legal redress.

8. **Conflict of Interest.** Union Station 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. **Term.** This Agreement shall be effective January 1, 2009, and shall terminate on December 31, 2009. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty 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 Union Station as verified by the County's audit.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 3 day of Nov., 2009.

APPROVED AS TO FORM

William G. Snyder  
William G. Snyder  
Acting County Counselor

JACKSON COUNTY, MISSOURI

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

ATTEST:

Mary Jo Spino  
Mary Jo Spino  
Clerk of the County Legislature

UNION STATION, INC.

By: George M. Goussard II  
Executive Director *Parasick & Co*  
43 - 189 0025  
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 agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$25,000.00 which is hereby authorized.

November 2, 2009  
Date

George M. Goussard II  
Director of Finance and Purchasing  
Acct. No. 002-7759-56789  
003-7759-56789

77592009001

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with Union Station, Inc., to provide funding for indigent children to participate in its programs, at a cost to the County not to exceed \$25,000.00.

**RESOLUTION #16797**, January 13, 2009

**INTRODUCED BY** James D. Tindall, County Legislator

WHEREAS, in the 2009 County budget, the Legislature did appropriate funds for a Cooperative Agreement with Union Station, Inc; and,

WHEREAS, under the proposed agreement, Union Station, Inc. will use the funding to allow indigent children to participate in programs offered by Science City at Union Station; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a cooperative agreement with Union Station, Inc., at a cost to the County not to exceed \$25,000.00, in a form to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the legislature.

APPROVED AS TO FORM:

[Signature]  
Chief Deputy County Counselor

[Signature]  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16797 of January 13, 2009, was duly passed on January 13, 2009 by the Jackson County Legislature.

Yeas 6

Nays 1

Abstaining 0

Absent 2

1-14-09  
Date

[Signature]  
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 002 7759 56789  
ACCOUNT TITLE: Health Fund  
Underprivileged Children's Scholarship Fund  
Outside Agency Funding  
NOT TO EXCEED: \$12,500.00

ACCOUNT NUMBER: 003 7759 56789  
ACCOUNT TITLE: Park Fund  
Underprivileged Children's Scholarship Fund  
Outside Agency Funding  
NOT TO EXCEED: \$12,500.00

1/18/09  
Date

[Signature]  
Director of Finance and Purchasing