



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, **NORTHWEST COMMUNITIES DEVELOPMENT CORPORATION 217 S. CEDAR AVENUE INDEPENDENCE, MO 64053**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Community Enrichment; 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 Organization respectively promise, covenant, and agree with each other as follows:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services**. Organization shall provide services Community Enrichment, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2019, through December 31, 2019, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable.

2. **Terms Of Payment**. The County agrees to pay Organization the total amount of **\$60,000.00** in quarterly installments of **\$15,000.00**, with the payment for the first quarter in advance upon execution of this Agreement; this is the **ONLY** payment

FILED
SEP 23 2019
MARY JO SPINO
COUNTY CLERK

that may be made in advance throughout the entire term of this Agreement. The remaining payments shall be made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. 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.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly reconciliation report through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the 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 Department 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 must 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 Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County. Organization must submit all quarterly reconciliation reports in the format specified by the County regardless of whether activity took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment.

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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- 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 Organization shall have submitted to the County's Department of Finance and Purchasing through the Jackson County Outside Agency portal accessible on www.jacksongov.org/auditor: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization'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 Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization'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 Department 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **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 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. 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 parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to this Agreement. Further, Organization agrees 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 Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization 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 Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

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.

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**. 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) 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 Organization during the performance of this Agreement.

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 January 1, 2019, and shall continue until December 31, 2019, 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 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 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
Department of Finance and
Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

**NorthWest Communities Development
Corporation**
Betsy Waldman
217 S. Cedar Avenue
Independence, MO 64053
(816) 252-5094

18. **Affirmative Action 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 agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

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

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has 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.** 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.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 23rd day of September, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI


County Counselor


By 
Frank White, Jr.
County Executive

ATTEST:

NORTHWEST COMMUNITIES

DEVELOPMENT CORP


Mary Jo Spino
Clerk of the Legislature

By 
Title Exec Director NWDC
Federal Tax I.D. 43-1822719

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 \$60,000.00, which is hereby authorized.

9-16-2019
Date

[Signature]
Director of Finance and Purchasing
Account No.002-7742-56789

7742 2019001 [initials]

**2019 Jackson County Outside Agency Funding Proposal
NorthWest Communities Development Corp
Community Enrichment**

NorthWest Communities Development Corp

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217 S. Cedar
Independence, MO 64053
(816) 252-5094
www.nwcdc-mo.org
fedtaxid: 43-1822719

Fiscal Year: July to June

GuideStar:

Mission: NorthWest Communities Development Corporation mission to improve lives in our community by promoting programs that focus on seniors, youth, housing, public safety, and public service.

Executive Director

Executive Director
Betsy Waldman
(816) 252-5094
bwaldman@nwcdc-mo.org

Contact Person

Executive Director
Betsy Waldman
(816) 252-5094
bwaldman@nwcdc-mo.org

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 3: Yes

At-large District 1: Yes

**2019 Jackson County Outside Agency Funding Proposal
NorthWest Communities Development Corp
Community Enrichment**

Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
KCMO	CDBG			X	\$109,500	\$117,500
Donations	Participants donations	X		X	\$32,000	\$35,000
Fundraisers	Annual Gala, Special Events	X		X	\$20,000	\$30,000
Harvesters	Kids Cafe			X	\$2,000	\$3,000
United Way	Senior Programs			X	\$20,000	\$20,000
Other	Grants, Lease, LINC, Meals, Activities			X	\$270,500	\$290,000
COMBAT	Youth preventative, peer to peer mentoring			X	\$9,000	\$15,000
Outside Agency	Community Enrichment			X	\$60,000	\$80,000

**Please check if your agency has cash reserves:
What is the current balance? \$50,000**

2019 Jackson County Outside Agency Funding Proposal

NorthWest Communities Development Corp

Community Enrichment

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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: The NorthWest Communities Development Corporation (NWCDC) mission is to improve lives in our community by promoting programs that focus on seniors, youth, housing, public safety, and public service. In meeting the needs of community NWCDC offers many programs. The core of NWCDC is the operation of the Fairmount Community Center, Home Repair and outreach programs. The center is open Monday through Friday from 8 a.m. – 5 p.m. The center is an active place with a variety of options. When you first walk in you're welcomed by the receptionist. They are there to help direct individuals to different programs of interest. Program choices are exercise equipment, free-lending library with computers geared for Senior use, food pantry and activities planned throughout the day plus LINCWorks to help adults find employment and MOCSA therapist on Mondays. Our activities emphasize socialization, information, nutrition, health, and wellness. All these programs are led by staff and listed on the monthly activity calendar. All programs focus around our biggest draw, our lunch. For a small fee, individuals can have a well-balanced meal with social engagement. Our meals are the main reason seniors come to the center as it, for most, is the focal point of their day. NWCDC's wheel-chair accessible bus brings individuals who have no transportation to the center. The bus goes to individual's home and six senior apartments. On Tuesdays, NWCDC clothing closet is open for students in Independence and Fort Osage School District. Each child picks out clothing for school, includes new underwear, socks and shoes. Youth programs are offered during non-school days in the summer and holidays at the Community Center. NWCDC is the few places that youth under 16 can do their community service through the youth court. Free youth meals are available, and Lunch is served during the summer months and after school meal during school year. Outreach programs NWCDC offers are: exercise, wellness checks, social activities to Senior low-income apartments, trips to grocery store, Meals-on-Wheels, and JobOne (shelter workshop) meals. For youth, NWCDC has a girl peer-to-peer mentor program where High School students work with Middle School students. Presently there are two programs Truman High School with Pioneer Ridge Middle School and Van Horn High School with Nowlin Middle School. There is also the Home Repair Program for low-income home owners to help with minor home repair. We serve over 200 meals a day, cloth 2,500 students each year, offer over 20 programs weekly for seniors, give away over 30 tons of food, have 1500 community service hours completed, make 500 trips per month on the bus, and serve over 1,000 youth.

Describe the benefits of this program to Jackson County Missouri: NWCDC is located in the northern part of Jackson County in Independence. Our goal is improve the conditions of the neighborhood, help individuals be more informed, and have a healthier quality of life. Studies show Seniors who eat a healthy lunch are 7x less likely to need hospitalization. Seniors who receive a in home delivery daily lunch have a medical cost 3x less than those who don't receive a meal. Seniors have extended quality of life. Our meal consumption has increased by 20% this year, shows that the need is increasing. This is done by helping them be socially engage, be involved in the community, receive proper nutrition, and be mentally and physically active. Hopefully Seniors can be less dependent of others. Students supported through Tabitha's Closet have appropriate clothing so they can focus on learning. Proper clothing allows students to participate in physicl education class, better prepare for variety of weather elements, and not face social stigma of improper and inadequate clothing. Youth through programs have learn social skills, access to computers for homework, and learn life-long coping skills. Meals provided at the center, Independence Meals on Wheels, JobOne and Kid's Cafe allow individuals to receive balanced nutrition to maintain good health. Proper nutrition promotes good health, better bones, physical energy, mentally alertness, and weigh control. The handicapped accessible bus allows individuals to leave their homes no matter their limitations. They are able to go grocery stores, get prescription medicines, participate in programs, and go on outings. Through MODot grant, we have been approved a wheel-chair accessible minivan will be also used to increase bus services. Bus services is daily available.

Describe target population to be served: NorthWest Communities Development Corporation (NWCDC) is located in the poorest, economically strapped area of Independence. We are sandwiched between Sugar Creek and the NE area of Kansas City. Statistics shows we have the same conditions as the urban Kansas City area. Most households have an income of under \$30,000 annually. Over 90% of the students qualify for free/reduced lunches. Most Seniors only income is Social Security. While completing our strategic plan (a grant through HealthCare Foundation), we surveyed the community to find the area of their concerns that we can meet. The targeted group desires meaningful programs for Seniors to help them remain healthy and live independently, and to help families achieve greater levels of economic, educational, and personal success. We are targeting youth to establish a place to engage, learn, and connect with the community in positive ways. Our focus is for the older population to improve social engagement, mind stimulation, physical activities to help them remain independent and to continue to live in their homes.

What are the qualifications for participants: NWCDC is dedicated to improve the lives in our community in Jackson County. There is no restriction on location of whom we serve; however, transportation is limited to a 10 mile radius. We strive to provide a variety of programs to meet the needs of the population.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 7000

Number of participants from Other Areas: 0

Total Number of participants: 7000

2019 Jackson County Outside Agency Funding Proposal

NorthWest Communities Development Corp Community Enrichment

Outcomes

Outcome: Provide seniors with nutritious meals and opportunity for social interaction.

How will outcome be measured: Record the numbers of meals that are served daily. On satisfaction survey 80% will rate meals above average or excellent.

Outcome: A variety of senior activities offered focus on health information, nutrition, physical wellness and social interaction.

How will outcome be measured: At least 15 programs of variety will be offer each week and 2 to 5 outreach program offer weekly.

Outcome: Tabitha's Closet will provide clothing to all students that are referred to by the social worker at each school in the Fort Osage and Independence School District.

How will outcome be measured: 90% of guardians rate the clothing needs met who complete the survey.

Outcome: Week day Bus transportation will be offer to individuals who need this service that live within the 10 mile radius.

How will outcome be measured: At least 50 or more picks up will offer each month.

Is this program Health and Safety: Yes

Type of Service	
Basic Needs	Yes
Educational	Yes
Emergency Assistance	
Mental Health	
Recreational	Yes
Support Services	Yes

What Jackson County Legislative Districts are served by this program:

District 1: Yes

District 3: Yes

District 5: Yes

At-large District 1: Yes

At-large District 3: Yes

**2019 Jackson County Outside Agency Funding Proposal
Budget as Awarded
NorthWest Communities Development Corp
Community Enrichment**

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Total 2019 Program Budget Award: \$60,000

Salaries						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Support Staff	Food Service Provider	Manager the kitchen, order supplies, work with Meals on Wheel, prepare all orders oversee staff	\$12,500	\$25,000	Taxes (FICA)	
Administration	Executive Director	Supervise staff, work with Board, oversee budget, develop funding	\$20,000	\$40,000	-	
Support Staff	Program Specialist	plan programs for older population, schedule building, write report, maintain calendar, plan budget	\$15,500	\$31,200	-	
Support Staff	Program Specialist	plan programs for youth, plan activities, over see clothing closet, work with outside agency, volunteer management	\$12,000	\$16,640	-	
Salary & Fringe Totals			\$60,000	\$112,840		\$0

Direct & Indirect Expenses				
Category	Name	Description	Amount Awarded	Total Expense
Total			\$0	\$0

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$520,000
Cost/Participant	\$10.75
JACO Funding/Total Program Cost	12%

**2019 Jackson County Outside Agency Funding Proposal
Budget as Awarded
NorthWest Communities Development Corp
Community Enrichment**

Document type: insurance
Name: [certificate-of-liability9.10.18.pdf](#)

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Document type: 501
Name: [501e3.pdf](#)

Document type: balance
Name: [balance-sheet-yr-end-2017.pdf](#)

Document type: cashflow
Name: [statement-of-cash-flows-yr-end-2017.pdf](#)

Document type: income

Name: profit-and-loss-yr-end-2017.pdf

Document type: registration

Name: biennial-registration-2017-2018-1.pdf

Document type: goodstanding

Name: certificate-of-good-standing-10.24.18.pdf

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 **NorthWest Communities Development Corp**, 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, **NorthWest Communities Development Corp**, 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.)

Patrick J. Farrell
Authorized Representative's Signature
Ex Director NWEDC
Title

Patrick J. Farrell
Printed Name
9/12/2019
Date

Subscribed and sworn before me this 12th day of September, 2019. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 07/28/2023.

Lisa R. Nellis
Signature of Notary

09/12/19
Date



LISA R. NELLIS
My Commission Expires
July 28, 2023
Jackson County
Commission #15421478