

COOPERATIVE AGREEMENT

Res. 18053

**AN AGREEMENT** by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and the **LEE'S SUMMIT SOCIAL SERVICES**, 108 SE 4<sup>TH</sup> Street, Lee's Summit, MO 64063-2728, hereinafter called "Organization."

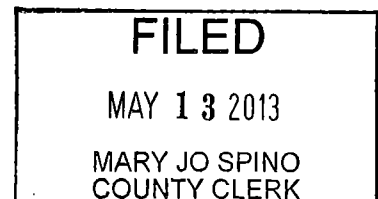
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for its emergency assistance program; and,

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

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

1. **Services.** Organization shall provide services for its emergency assistance program including food, utility and rent assistance, clothing, household goods, personal supplies, infant items, and elderly assistance, as more fully set out in the attached proposal designated as Exhibit A and incorporated herein by reference.

2. **Terms of Payment.** The County agrees to pay to Organization the total amount of \$10,000.00, in quarterly installments of \$2,500.00 each, with the first quarter payment 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. The County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.



3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly financial 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 report for the first quarter shall be submitted within 30 days after the conclusion of the first quarter, or within 30 after the execution of this Agreement, whichever comes later. 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.

4. **Submission of Documents.** No payment shall be made under this contract unless the contracting Organization 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 Organization's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the Organization'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 Organization has previously received County funding, to be eligible for future payments, an Organization must submit either an audited financial statement for the Organization'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 Organization is out of compliance on any other County contract.

5. **Equal Opportunity.** The Organization 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 Organization 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. **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.

8. **Default.** If Organization 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 Organization 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.

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. **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 Organization shall indemnify, defend, and hold 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 Organization, its officers, employees, or agents during the performance of this Agreement.

11. **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.

12. **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.

13. **Term.** This Agreement shall commence January 1, 2013, and shall terminate on December 31, 2013. 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

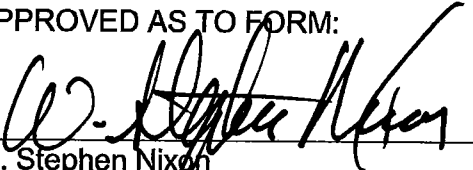
services actually performed by the Organization as verified by the County's audit.

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

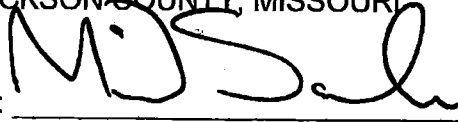
(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement this 30  
day of April, 2013.

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

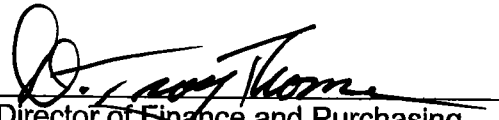
LEE'S SUMMIT SOCIAL SERVICES

By:   
Executive Director  
Federal I.D. No. 43-1604974

### 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 \$10,000.00 which is hereby authorized.

May 9, 2013  
Date

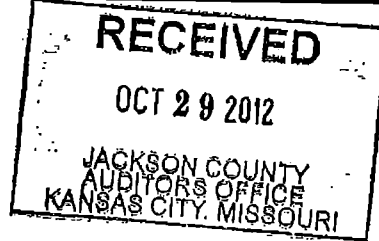
  
Director of Finance and Purchasing  
Account No: 002-7764-56789  
77642013001



# OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

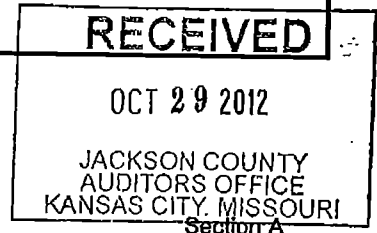
Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)



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## Section A: Organization or Agency Information

Name: Lee's Summit Social Services	
Address: 108 SE 4th Street Lee's Summit, MO 64063-2728	
Phone No: 816-525-4357	Fax: 816-525-6859
Website Address: <a href="http://www.lssocialservices.com">www.lssocialservices.com</a>	
Federal Tax ID No: 43-1604974	Fiscal Year Cycle: January 1 - December 31
Executive Director:	Geneva J. High
Name and Title of Principal Contact Person:	Geneva J. High
Phone No: 816-525-6859	Email Address: <a href="mailto:lsss@kc.rr.com">lsss@kc.rr.com</a>
Submittal of this request has been authorized by:	
Date:	





## Section B: Agency's 2012 and 2013 Revenue Information

### Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ -	0
Other Counties		\$ -	0
City		\$ 25,000	5
Charity/Donations		\$ 175,000	38
Fundraisers		\$ 165,000	35
Other		\$ 100,000	22
<b>2013 Total Projected Revenue</b>		<b>\$ 465,000</b>	

### Agency's 2012 Revenue Information

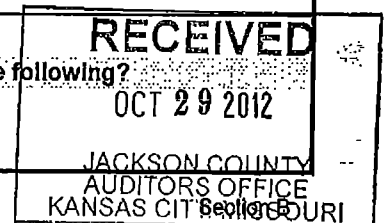
Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ -	0
Other Counties		\$ -	0
City		\$ 23,800	5
Charity/Donations		\$ 172,000	38
Fundraisers		\$ 165,000	36
Grant Income		\$ 93,000	20
<b>2012 Total Revenue</b>		<b>\$ 453,800</b>	

**If your agency received funding from Jackson County in 2012,  
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 type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
<b>2012 Total Jackson County Funding</b>			<b>\$ -</b>	

**Did your agency receive funding or resources in 2012 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: 2013 Program Budget

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

Agency Name: Lee's Summit Social Services

Program Name: \_\_\_\_\_

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### Personal Services

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
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
<b>Total Personal Services</b>			<b>\$ -</b>
<b>Contractual Services</b>			
Direct Assistance with utilities (water, electric, and gas) and rent for clients.			\$ 10,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ 10,000</b>
<b>Supplies</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ -</b>

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**Total Program Request \$ 10,000**

## Section D: 2013 Program Information

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

Agency Name: Lee's Summit Social Services

Program Name: Emergency Assistance

### Proposed Program

Detail functions to be performed by each program.

We ask for Emergency Assistance funding to assist the growing number of families who are in danger of becoming homeless through eviction, are in need of food to keep from being hungry or to keep utilities from being shut off. This program makes sure school children have shoes, clothing and required school supplies to attend school, and gives infant supplies such as formula, baby food, diapers, car seats and other supplies to keep infants healthy. Our goals are to keep a family from being hungry, homeless or in need of basic necessities. We help them set goals and give the assistance that will improve their situation from the point they now find themselves. If their immediate situation seems hopeless to them, we help them focus on work skills, and short term goals.

Our emergency services include food, utility and rent assistance, clothing, household goods, personal supplies, infant items,

Small home repairs for elderly, medical supplies such as crutches, walkers, wheelchairs when available, prescriptions (we also are partners with the Kansas City Medicine Cabinet for some medical and dental needs.) We assist with a backpack full of required supplies, new shoes, jeans, shirts, underwear and socks for our Back to School program. We hold a store open, cost free, during the holidays for parents to choose new gifts, clothing and toys for their children. We have a budget counseling service for our clients, and also give referrals when needed, for other sources of help.

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## Section D: 2013 Program Information

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

**Agency Name:** Lee's Summit Social Services

**Program Name:** Emergency Assistance

<b>Participants</b>	
Identify the number of participants by County that each program serves.	
Jackson, MO	4,852 unduplicated individuals
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

<b>Target Population</b>
Describe target population and demographics to be served by each program.

The target audience is low-income families and individuals in our service area of four communities, Lee's Summit, Lone Jack, Lake Lotawana and Greenwood. To date, in 2012, we have served 3,379 individuals with a total of nearly 7,000 services with approximately \$850,000 worth of total giving. Of these individuals, 1,307 are children. With our busiest part of the year coming up, we expect the number of clients receiving assistance to exceed 2011 by double digits.

Would you provide these services to anyone at your door? No

Is anyone denied services? Yes

What level of indigents (below poverty level) do you serve?

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

Senior Program 17.8%

Indigent Program (Below Poverty Level) 99%

Senior Indigent Program 16.8%

What criteria do you have for the clients you serve?

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## Section D: 2013 Program Information

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

Agency Name: Lee's Summit Social Services

Program Name: Emergency Assistance

Lee's Summit Social Services serves low to moderate income households. Based on the most recent reporting, senior assistance made up approximately 17.8% of total clients served and all met the low to moderate income requirements. The remaining clients, comprised of individuals and families also meet the income requirements. The clients must furnish income verification for the adults in the household, address confirmation, picture ID and social security cards for all members in the household.

### Service Delivery Area

Identify your specific geographic service delivery area for each program.

The target audience is low-income families and individuals in our service area of four communities, Lee's Summit, Lone Jack, Lake Lotawana and Greenwood.

### 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.

Lee's Summit Social Services only services individuals and families of the Lee's Summit, Lone Jack, Lake Lotawana, and Greenwood, Missouri communities. All funds will be used for Jackson County residents.

### Approach & Method

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

To assist low to moderate income individual and families in the cities of Lee's Summit, Lone Jack, Lake Lotawana, and Greenwood, Missouri with their basic needs of food, utilities, rent, and basic medical supplies.

Bring awareness to the community that, although we are considered an affluent community, there is still a tremendous need in our service area. Lee's Summit Social Services is and will continue to be on the frontline of combating hunger and homelessness in our service area.

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## Section D: 2013 Program Information

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

Agency Name: Lee's Summit Social Services

Program Name: Emergency Assistance

Continue to secure needed resources for the ever-increasing need that we are seeing in our service area. Lee's Summit Social Services has seen over 900 new clients in fiscal year 2012 and that trend continues to show an increase with each passing quarter.

Detail specific methods you will use to achieve these objectives.

Lee's Summit Social Services continues to maintain a strong working relationship with our community members, businesses, and local government. These parties continue to be the driving force behind our ability to serve the nearly 5,000 clients we have through funding, in-kind giving, and volunteerism. Our community has also embraced LSSS as the only full-service emergency assistance agency in the area and provide referrals to anyone in need. The strength of our relationship and reputation within this community has given us much needed resources that go towards helping those in our community that would otherwise have no options.

### 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.

Lee's Summit Social Services uses a performance measurement and analytics system called MAACLink. The MAACLink program is used by numerous agencies in Jackson County area as well as other agencies nationwide. MAACLink's reporting gives us the opportunity to identify trends regarding the growing need in the community.

### 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)

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## Section D: 2013 Program Information

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

**Agency Name:** Lee's Summit Social Services

**Program Name:** Emergency Assistance

Lee's Summit Social Services would be proud to present the generous contributions of our donors through our Agency Newsletter, Website, and our local newspaper. In addition, our board, comprised of 19 members would also be informed of the generous contribution.

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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 **Lee's Summit Social Services**, 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, **Lee's Summit Social Services**, 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.)

Tom Erley  
Authorized Representative's Signature  
President  
Title

Tom Erley  
Printed Name  
4-30-13  
Date

Subscribed and sworn before me this 30<sup>th</sup> day of April, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 12-4-2014.

Alison E. Randall  
Signature of Notary

4-30-2013  
Date

