

219 205,000
219

Res. 18717

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, **MID-AMERICA REGIONAL COUNCIL, 600 BROADWAY, SUITE 200, KANSAS CITY, MO 64105**, 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

FILED
 MAR 31 2015
 MARY JO SPINO
 COUNTY CLERK

a written request to the Jackson County Legislative Auditor's Office no later than October 30, 2015. Any changes to the budget must be approved by the Jackson County Legislature.

2. **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.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first quarter shall 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 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

4. **Submission Of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's 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) 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 by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were 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 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 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 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 its

finances and operations. 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, 2015, and shall continue until December 31, 2015, 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
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Mid-America Regional Council
Dorothy Pope
600 Broadway, Suite 200
Kansas City, MO 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 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 31st day of March, 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

By Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Julia
Title Executive Director
Federal Tax 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 from which payment is to be made, each sufficient to meet the obligation of \$30,000.00, which is hereby authorized.

Date 3/26/15

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

PC 79022015003



**OUTSIDE AGENCY FUNDING REQUEST FORM
2015 BUDGET**

415 E 12th Street, 2nd Floor
 Kansas City, MO 64106
 Email: auditor@jacksongov.org

Section A: Organization or Agency Information page 1
 Section B: Agency's 2014 and 2015 Revenue Information page 2
 Section C: Jackson County Program Budget Request page 3
 Section D: Program Information pages 4 - 8

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:	www.bishopsullivan.org		
Federal Tax ID No:	43-1750848	Fiscal Year Cycle:	July-June
Executive Director/President:	Thomas Turner		
Phone No:	816-231-0984	Email:	tom.turner@bishopsullivan.org
Name/Title of Principal Contact Person:	Thomas Turner		
Phone No:	816-231-0984	Email:	tom.turner@bishopsullivan.org

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 Section A

Section B Agency's 2014 and 2015 Revenue Information

Agency's 2015 Projected Revenue Information

Funding Entity	Source You Will Request 2015 Funding From	Projected Amount	% of 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		\$ 1,631,500	90
Fundraisers	Auction, Golf Tournament	\$ 150,000	8
Other			0
2015 Total Projected Revenue		\$ 1,816,500	

Agency's 2014 Revenue Information

Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal	Emergency Food and Shelter Program	\$ 14,000	1
State		\$ -	0
Jackson County	Outside Agency	\$ 30,000	1
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 1,868,000	91
Fundraisers	Auciton/Golf Tournament	\$ 150,000	7
Other (please list)		\$ -	0

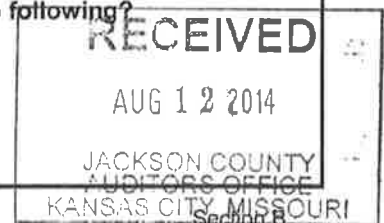
2014 Total Revenue \$ 2,062,000

Please identify the Jackson County source(s) your agency received funding from in 2014

Jackson County Funding Source	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Amount	Program Name
COMBAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ -	
Mental Health Levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled			\$ -	
Domestic Violence Board			\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
2014 Total Jackson County Funding			\$ 30,000	Emergency Assistance

Did your agency receive funding or resources in 2014 from either of the following?
If so, in what way did you participate? If not, why?

Mid America Regional Council		\$ -
MAAC Link	yes	\$ -
Harvesters		\$ -



Section C

2015 Jackson County Program Budget Request

complete a separate program budget for each program your agency is applying for funding

Agency Name: Bishop Sullivan Center

Program Name: Emergency Assistance

Program Request # of

Personal Services			
attach job description or duties for NEW salary requests only			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson Co.
Pantry Manager	36,167	41%	\$ 15,000
Receptionist	29,660	51%	\$ 15,000
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 30,000
Fringe Benefits			\$ -
Total Personal Services			\$ 30,000
Contractual Services			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Jackson County Program Budget Request \$ 30,000

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Section D
2015 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

Program Request # 1 of 1

Proposed Program Cost What is the total cost to run your program regardless of the Jackson County funding you are requesting?	
Total Program Cost	\$ 186,000
Proposed Program Detail functions to be performed - limit your response to the space provided	
Our Emergency Assistance program provides assistance to as many as 15,000 Jackson County residents over the next year. Emergency assistance is define as supporting 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
2015 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

Program Request # 1 **of** 1

Participants	
Identify the number of participants that each program serves	
# served with this program	15,000
Of the # served with this program, how many are from:	
Jackson County	15,000
Other Counties	
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 Country. We serve zip codes 64120 through 64129. Their income must be within 150% of the federal poverty guidelines. We report all our assistance to MAAC and use their database to qualify applicants.	
Estimate of your cost per participant: \$ 150	
What criteria do you have for the participants you serve? Clients must live in the zip codes we serve and meet the above mentioned income requirements. We require proof of income, address, picture id and social security cards.	
Do you keep a list of participants for each program? Yes	
Would you provide these services to anyone at your door?	No
Is anyone denied services?	Yes
Please classify your program from the following types by % of your agency's overall services:	
Seniors Program: 0%	
Indigent Program (Below Poverty Level): 79%	
Indigent Senior Program: 21%	

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Section D

Section D
2015 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

Program Request # 1 of 1

Service Delivery Area
Identify your specific geographic service delivery area for each program

We serve people living in zip codes 64120-64129.

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
2015 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

Program Request # 1 of 1

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 economically 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 evaluation the legitimacy of clients' needs.

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Section D
2015 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

Program Request # 1 of 1

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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Section D

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**, 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.)

[Handwritten Signature]

Authorized Representative's Signature
Director of Financial Affairs
Title

Porothy Pope

Printed Name
3-17-2015
Date

Subscribed and sworn before me this 17 day of MARCH, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 7.28.2017.

[Handwritten Signature]
Signature of Notary

3-17-2015
Date
NANCY WEITZEL BERRY
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13414121
My Commission Expires July 28, 2017