

COOPERATIVE AGREEMENT

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

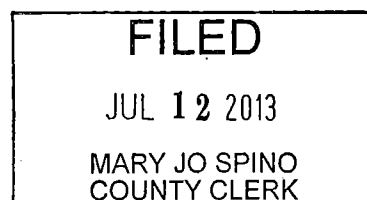
WHEREAS, the County deems it to be in the best interest of its citizenry to support services to low-income families as provided by MARC and other agencies, under subcontracts with MARC; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services**. MARC shall provide the Healthy Children and Families Program to at-risk youth and young adults in Jackson County, and is expressly authorized to enter into a subcontract with the Whatsoever Community 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 MARC shall deem appropriate, provided that said subcontractor shall provide that the County's funds shall be used by the Whatsoever Community Center solely to provide services to low-income families of Jackson County.

2. **Terms of Payment**. Upon the execution of this Agreement, the County shall pay to MARC the lump sum of \$20,000.00 for low-income families. The County, through



the Legislative Auditor, may approve adjustments to line items listed in MARC'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. **Annual Report.** MARC shall submit an annual report, including a statement of budgeted and actual expenditures and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2013. Failure to submit said annual report shall disqualify MARC from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the Whatsoever Community Center shall have provided to MARC and MARC shall have confirmed to Director of Finance and Purchasing its receipt of: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the MARC's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the MARC'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 MARC has previously received County funding, to be eligible for future payments, an MARC must submit either an audited financial statement for the MARC'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 MARC is out of compliance on any other County contract.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

6. **Default.** If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and the correction required. If said default shall continue and not be corrected within 10 days of the notice of default by MARC, the County may at its election terminate the contract and take such action in law or equity to recover all funds given to MARC under this contract but not used for the purposes set forth in the contract.

7. **Conflict of Interest.** MARC 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 contract. MARC shall insure that its subcontractor has made this same warranty.

8. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, MARC 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, MARC 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.

9. **Term.** This Agreement shall commence January 1, 2013, and 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 as verified by the County's audit as provided in paragraph 5.

10. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

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 MARC shall indemnify, defend and hold the County harmless from any and

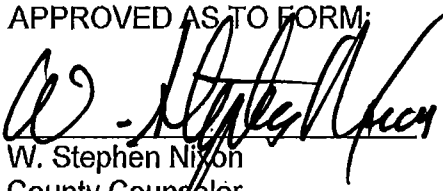
all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of MARC during the performance of this Agreement.

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

(Signature page to follow)

IN WITNESS WHEREOF, the County and MARC have executed this Agreement
this 12th day of July, 2013.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By

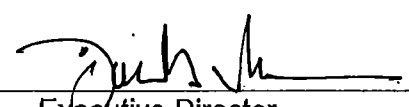

Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

MID-AMERICA REGIONAL COUNCIL

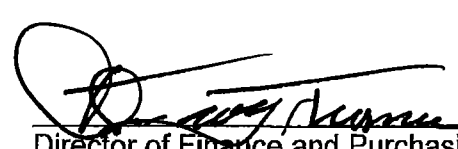
By


Executive Director
Federal I.D. 43-0976432

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this agreement is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$20,000.00 which is hereby authorized.

July 9, 2013
Date


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

79022013006



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Email: auditor@jacksongov.org

RECEIVED

AUG 27 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section A: Organization or Agency Information	page 1
Section B: Agency's 2012 and 2013 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information

Name: WHATSOEVER COMMUNITY CENTER

Address: 1201 EWING, KANSAS CITY, MISSOURI 64126

Phone No: 816-231-0227

Fax: 816-231-3561

Website Address: whatsoevercc.org

Federal Tax ID No: 44-0545274

Fiscal Year Cycle: 01/01 thru 12/31

Executive Director:

CHARLIE GASCICH

Name and Title of Principal Contact Person:

Charlie Gascich Executive Director

Phone No: 816-231-0227 EXT. 105

Email Address: cwhatsoever@yahoo.com

Submittal of this request has been authorized by: Charlie Gascich

Date:

8/24/2012

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	Federal Food Youth Program	\$ 13,000	3
State	Childcare Reimbursement	\$ 45,000	12
Jackson County	Outside Agency and COMBAT	\$ 80,800	21
Other Counties	N/A	-	0
City	N/A	-	0
Charity/Donations	United Way/Foundation/ Private&Corporate Donat	\$ 160,000	41
Fundraisers	3 Annual Fundraisers	\$ 45,000	12
Other	Childcare Fee's	\$ 43,000	11
2013 Total Projected Revenue		\$ 386,800	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Federal Youth Food Program	\$ 12,000	3
State	Childcare Reimbursement	\$ 42,500	11
Jackson County	Outside Agency and COMBAT	\$ 88,800	23
Other Counties	N/A	-	0
City	N/A	-	0
Charity/Donations	UnitedWay/Foundation/Private&Corporate Donati	\$ 157,500	41
Fundraisers	3 Annual Fundraisers	\$ 46,000	12
Other (please list)	Childcare Fee's	\$ 41,200	11
2012 Total Revenue		\$ 388,000	

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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 58,800	Youth Development
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	-	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input type="checkbox"/>	-	
Domestic Violence Board	<input type="checkbox"/>	<input type="checkbox"/>	-	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	-	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 22,000	Healthy Children/Families
2012 Total Jackson County Funding			\$ 80,800	

Did your agency receive funding or resources in 2012 from either of the following?

Mid America Regional Council	<input type="checkbox"/>	<input type="checkbox"/>	-
Harvesters	<input type="checkbox"/>	<input type="checkbox"/>	-

Section C: 2013 REVISED Program Budget

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

Agency Name: WHATSOEVER COMMUNITY CENTER

Program Name: HEALTHY CHILDREN AND FAMILIES

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
7 EARLY CHILDHOOD STAFF	146,000	7%	\$ 10,220
6 YOUTH DEVELOPMENT STAFF	129,000	7%	\$ 9,030
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 19,250
Total Fringe Benefits			\$ -
Total Personal Services			\$ 19,250
Contractual Services			
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
FOOD, PAPER GOOD, CLEANING SUPPLIES AND OTHER SUPPLIES TO MAINTAIN THE PROGRAM.			\$ 750
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 750

RECEIVED

DEC 12 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Total Program Request \$ 20,000

Section D: 2013 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN AND FAMILIES

Proposed Program

Detail functions to be performed by each program.

The Early Childhood Program will provide two nutritious meals and one snack daily for children from 6 weeks to 6 years old, year round. A cook prepares the meals and snacks and delivers them to the classrooms where the teachers serve the food to the children. A dental hygentist visits at least once a quarter to teach the children the importance of dental care. Whatsoever has seperate state licensed programs for infant/toddlers and preschoolers. Both programs are nationally accredited through N.A.E.Y.C.(National Association of Young Children). The Creative Curriculum model is used to provide the program a basis for the health, social development and educational growth of our children. Curriculum topics include health, food pyramid, literacy, math and science learning. Socialization is also stressed for our young children. Community youth and young adults are provided a healthy snack during the school year and a nutritious meal and snack during the summer. Positive youth development programming is held 5 days a week year round. Activities include scholastic growth, drug and alcohol abuse and violence prevention activit

RECEIVED

AUG 27 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN AND FAMILIES

Participants

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

Early Childhood has over 40 unduplicated children from Jackson County, Missouri.

Early Childhood had 1 child from Platte and 1 child from Clay Counties, Missouri.

Youth/Family Development has over 150 unduplicated individuals from Jackson County.

Youth/Family Development 2 individuals from Platte County Missouri.

Target Population

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

Children ages 6 weeks to 6 years old in Jackson county, Missouri. At-risk youth and young adults and their families ages 6 to 26 years old in Jackson county, Missouri.

RECEIVED

AUG 27 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Would you provide these services to anyone at your door?
Is anyone denied services?

Answer Yes

Answer No

Senior Program

%

Indigent Program (Below Poverty Level)

96 %

Senior Indigent Program

%

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Section D: 2013 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN AND FAMILIES

For preschool there are no boundaries but over 98% of participants are from Jackson County, Missouri. For youth and young adults there are no boundaries but over 96% of participants are from Jackson County, Missouri.

RECEIVED

AUG 27 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County

For preschool participants complete an enrollment packet that contains residency information including county affiliation. All youth and young adults complete an in-take form with contact information that includes their home address.

Approach & Method

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

Section D: 2013 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN AND FAMILIES

1. For preschool: To build a foundation for learning through age appropriate learning activities and build a foundation for healthy eating and exercise habits.

For youth and young adults: Provide a nutritious daily snack or meal for 50 to 75 youth.

RECEIVED

AUG 27 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

2. For preschool: To prepare children for entry to kindergarten.

For youth and young adults: Provide a safe and healthy environment to learn and grow.

3 For preschool: Provide a safe and healthy environment to learn and grow and provide parents/guardians a place their children can go while they seek to improve their life.

For youth and young adults: Decrease the number of youth participating in illegal activities..

Detail specific methods you will use to achieve these objectives.

For preschool: NAEYC and Missouri Department of Social Services evaluate the program and rate its progress. Children's progress is measured by academic and developmental growth charting using the Creative Curriculum Early Childhood Learning Program .

For youth and young adults: Daily sign-in sheets are used to track attendance. Monthly, quarterly and annual reports are completed and audited by donors and foundations to this program.

Evaluation

Indicate performance measures or statistics you will use to demonstrate the success of each program.

Section D: 2013 Program Information

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

WHATSOEVER COMMUNITY CENTER

HEALTHY CHILDREN AND FAMILIES

For preschool: NAEYC evaluate the program and rate its progress. Children's progress is measured by academic and developmental growth charting. Health is evaluated by the number of qualified healthy snacks and meals consumed. For youth 75% of youth participating will show levels of positive development increases through pre and post tes/surveyt. 75% of individuals participating in the program for at least 6 months will obtain their G.E.D. Individuals participating in the E.L.L. program will progress at levels that include at least a 4 level growth in a three month period. 80% of youth involved in nutrition program will participate in 75% of the year long activities.

RECEIVED

AUG 27 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Notification

aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

For all of our programs: Through web-site, mass e-mail program, flyers, mailings and newsletters, and at all fundraising events. Whatsoever is grateful to acknowledge the positive impact our funders have for our community members. Our most recent example of our gratitude to Jackson County's generous support was our second annual fundraiser held in July of 2012. The fundraiser was an "American Royal" type of BBQ contest. The contest was held at the Blue Springs Campground at Fleming Park. Whatsoever rented the entire campground for three days from the Jackson County Parks and Recreation Department, which helped their funding. Many of the event participants and attendees had never heard of or had just heard of the Blue Springs Campground and the activities Jackson County Parks and Recreation offered. The participants and attendees were overwhelmed by the campground facilities and passed the word to us that they would certainly be back to use the facility. Whatsoever passed out literature about the campground and also information about the importance of COMBAT (Jackson County Anti-Drug Tax). The staff and Board of Directors feel it is a priority to have strong partnerships such as What

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.)

Dorothy Pope
Authorized Representative's Signature

Dorothy Pope
Printed Name

Director of Financial Affairs
Title

6-26-13
Date

Subscribed and sworn before me this 26th day of June, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on March 22, 2015.

Mark D. Johnson
Signature of Notary

6-26-13
Date

