

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, **SOUTH KANSAS CITY ALLIANCE, 5912 E. BANNISTER RD., KANSAS CITY, MO 64134**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for its Economic Development Summit; and,

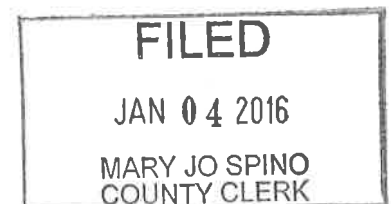
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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 the South Kansas City Alliance Economic Development Summit, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment**. The County agrees to pay Organization the total lump sum payment in the amount of **\$3,000.00**. 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.** Organization shall submit 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. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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

South Kansas City Alliance
Stacey Johnson-Cosby
~~5912 E. Bannister Rd.~~ P.O. Box 7914
Kansas City, MO 64134
(816) 816-591-5921

17. **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.

18. **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.

19. **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.

20. **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.

21. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to

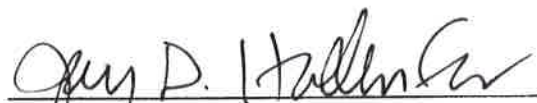
examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

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


IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 4th day of January, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 

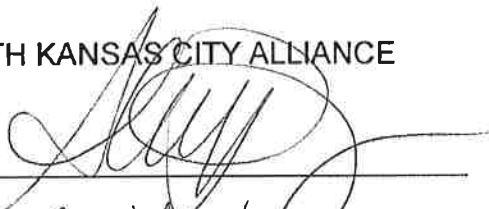
Michael D. Sanders
County Executive

ATTEST:

SOUTH KANSAS CITY ALLIANCE



Mary Jo Spino
Clerk of the Legislature

By 


Title President
Federal Tax I.D. 35-2451122

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 \$3,000.00, which is hereby authorized.

December 30, 2015

Date

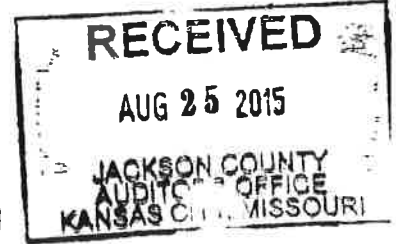


Director of Finance and Purchasing
Account No. 001-1220-56789
12202015007



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: The South Kansas City Alliance

Address: P.O. Box 7914 Zip Code: 64114

Phone No: 816 591 5921 Fax: N/A

Website Address: www.southkcalliance.org

Federal Tax ID No: ^{EIN} 35-24-51122 Fiscal Year Cycle: Jan-Dec.

Executive Director/President: Stacey Johnson-Cosby

Phone No: 816-591-5921 Email: stacey SKCA@gmail.com

Name/Title of Principal Contact Person:
same as above

Phone No: _____ Email: _____

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		\$ 0 -	#DIV/0!
State		\$ 0 -	#DIV/0!
Jackson County		\$ 3,500 -	#DIV/0!
Other Counties		\$ 0 -	#DIV/0!
City	<i>request</i>	\$ 2,500 -	#DIV/0!
Charity/Donations		\$ 0 -	#DIV/0!
Fundraisers	<i>this event</i>	\$ 7,792 -	#DIV/0!
Other	<i>est. maint dues</i>	\$ 500 -	#DIV/0!
2015 Total Projected Revenue		\$ 14,292 -	

Agency's 2014 Revenue Information			
Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal		\$ 0 -	#DIV/0!
State		\$ 0 -	#DIV/0!
Jackson County		\$ 3,000 -	#DIV/0!
Other Counties		\$ 0 -	#DIV/0!
City		\$ 1,000 -	#DIV/0!
Charity/Donations		\$ 0 -	#DIV/0!
Fundraisers	<i>summit</i>	\$ 8,537 -	#DIV/0!
Other (please list)	<i>dues</i>	\$ 2,163 -	#DIV/0!
2014 Total Revenue		\$ 14,700 -	

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

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
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 type="checkbox"/>	<input type="checkbox"/>	\$ -	
2014 Total Jackson County Funding			\$ 3000 -	<i>- 4542E program</i>

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	\$ 0 -
MAAC Link	\$ 0 -
Harvesters	\$ 0 -

Section C
2015 Jackson County Program Budget Request
complete a separate program budget for each program your agency is applying for funding

Agency Name: South Kansas City Alliance
Program Name: South Kansas City Alliance, Economic Development Summit 2015
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.
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
Avila University Food Service 2015			\$ 3,000 ⁰⁰
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 3,000 ⁰⁰
Supplies			
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 0
Total Jackson County Program Budget Request			\$ 3,000⁰⁰

**Section D
2015 Program Information**

Res. 18944

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

Agency Name: Jackson County South KC Alliance

Program Name: SKCA Economic Dev Summit

Program Request # _____ of _____

Proposed Program Cost

What is the total cost to run your program regardless of the Jackson County funding you are requesting?

Total Program Cost \$ 14,232

Proposed Program

Detail functions to be performed - limit your response to the space provided

See attached

**Section D
2015 Program Information**

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

Agency Name: South KC Alliance

Program Name: SKCA Economic Development Summit

Program Request # _____ of _____

Participants

Identify the number of participants that each program serves

served with this program 250-300

Of the # served with this program, how many are from:

Jackson County almost all, we believe

Other Counties unsure

Target Population

Describe target population and demographics to be served by each program

Residents & business owners, & employees & employers in our KC metro area who have any kind of interest in South Kansas City (5th & 6th council districts) interest is high for info on the new development projects (Cerner, Burns & McDonnell, Truman Market place, Centerpoint, etc.

Estimate of your cost per participant: \$ 17

What criteria do you have for the participants you serve? That they have an interest in improving & participating in the economic development aspects of the businesses

Section D
2015 Program Information

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

Agency Name: South KC Alliance
Program Name: SKCA Economic Development Summit
Program Request # _____ **of** _____

Do you keep a list of participants for each program? yes

Would you provide these services to anyone at your door? N/A

Is anyone denied services? no

Please classify your program from the following types by % of your agency's overall services:

Seniors Program: N/A

Indigent Program (Below Poverty Level): ↓

Indigent Senior Program:

Section D

2015 Program Information

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

Agency Name:

SKCA

Program Name:

SKCA Economic Development Summit

Program Request #

of

Service Delivery Area

Identify your specific geographic service delivery area for each program

Jackson County - KCMO's 5 & 6th council districts

people from other areas may also have some interest.

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

We will use them to spread the word about the event which will highlight the new & current development projects that impact our community (Cerner, Burns & McDonnell, Centerpoint, Bonniester Federal, etc.) We also have a focus on our schools & educational institutions complete, to highlight their successes

Section D

2015 Program Information

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

Agency Name:

SKCA

Program Name:

SKCA Econ Dev Summit

Program Request #

of

Approach & Method

List the top three (3) objectives for each program

1.

Inform community about:

- 1) our city's economic drivers - businesses (Corner, Cornerpoint)
- 2) our school districts & their successful programs

OK, Board on the Blue, Bannister Federal complex, Burns & Mc Truman Market place Red bridge shopping center

2.

We want the community to know about the various award winning school districts & their innovative special programs. They are not properly promoted & should be

properly promoted & should be

3.

Bring together all types of people with interest in South KC for purposes of connecting w/ each other (business, schools, neighborhood leaders etc.)

Detail specific methods you will use to achieve these objectives

Our venue is small enough that all people will be able to interact - in the main theater & the networking areas for lunch & more and more contact with booths set up for information

Section D

2015 Program Information

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

Agency Name:

SKCA

Program Name:

SKCA Econ Dev. Summit

Program Request #

of

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 have surveys that we will ask attendees to evaluate.

Last year, the majority of the surveys were positive-overwhelmingly

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)

media promotions/press releases,
email blasts & social media
We also had the Jackson County full
color, full page ad on the back of our
program book. (see attached)