

COOPERATIVE AGREEMENT
(Greater Kansas City Sports Commission and Foundation)

THIS COOPERATIVE AGREEMENT, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and the **KANSAS CITY SPORTS COMMISSION AND FOUNDATION**, 114 West 11th Street, Kansas City, Missouri 64105, hereinafter referred to as "Organization," is made and entered into this day of 17-February, 2014.

WITNESSETH:

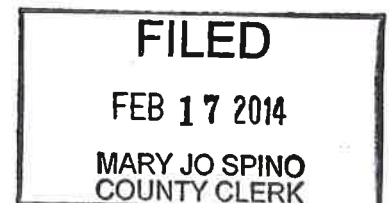
WHEREAS, the County and Organization desire to enter into an Agreement, whereby the County will provide a Youth Clinic Series for boys and girls, at a cost to the County of \$3,500.00; and,

WHEREAS, the Youth Clinic Series will target participants from urban Jackson County and will include the participation of the Boys & Girls Clubs, the YMCA, Operation Breakthrough, and Big Brothers and Big Sisters; and,

WHEREAS, the sponsorship of the Youth Clinic Series is in the best interests of the health, welfare, and safety of the citizens of Jackson County;

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

1) **Scope of Services.** Organization shall use said \$3,500.00 as funding for the Youth Clinic Series, as more fully described in the proposal attached hereto as Exhibit A. 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 a written request to the Jackson County Legislative Auditor's Office no later than October 31, 2014. Any changes to the budget must be approved by the Jackson County Legislature; and,

2) **Terms of Payment.** A lump sum payment of \$3,500.00 will be made in a timely manner upon execution of this Agreement. 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.** Organization shall submit a report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents as requested by the Director of Finance and Purchasing to establish that the funds paid by the County were used for the purpose set forth in this Agreement. The report shall include an annual report which shall summarize Organization's activities pursuant to this Agreement. Failure to submit the annual report shall disqualify the 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 contract unless Organization has 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 agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency'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), (5) a paid tax receipt on all properties owned by organization or notice of exemption. If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency'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 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 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. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Director of Finance and Purchasing prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

8) **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

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 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.

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) to the extent caused by the

negligence or willful misconduct of Organization or its employees, agents or representatives.

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 as of January 1,

2014, and shall continue until December 31, 2014, 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 obligation 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
Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

**Kansas City Sports Commission &
Foundation**
Cindy Smith
114 W. 11th Street, Suite 300
Kansas City, MO 64105
816-474-7979

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 promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

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

B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs, and other expenses if it is necessary to bring legal action to recover such amount.

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 parties have hereunto set their hands on the date first above written.

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

GREATER KANSAS CITY SPORTS
COMMISSION AND FOUNDATION

By: 
President
Federal I.D. 43-1521059

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the 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 \$3,500.00, which is hereby authorized.


Date


Director of Finance and Purchasing
Acct. No. 003-7758-56789

77582014001



OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: auditor@jacksongov.org

Section A: Organization or Agency Information	page 1
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Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information

Name: Kansas City Sports Commission and Foundation

Address: 114 W 11th Street, Suite 300 Zip Code: 64105

Phone No: 816-389-4189 Fax: 816-474-7979

Website Address: www.sportkc.org

Federal Tax ID No: 43-1521059 Fiscal Year Cycle: 2014

Executive Director: Kathy Nelson

Name and Title of Principal Contact Person:

Phone No: Cindy Smith Email Address: csmith@sportkc.org

Submittal of this request has been authorized by:

Date: 9/2/2013

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KANSAS CITY MISSOURI
Section A

Section B: Agency's 2013 and 2014 Revenue Information

Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 3,500	18
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 15,500	82
Fundraisers		\$ -	0
Other		\$ -	0
2014 Total Projected Revenue		\$ 19,000	

Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 3,500	16
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 18,000	84
Fundraisers		\$ -	0
Other (please list)		\$ -	0
2013 Total Revenue		\$ 21,500	

**If your agency received funding from Jackson County in 2013,
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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 3,500	
2013 Total Jackson County Funding			\$ 3,500	

Did your agency receive funding or resources in 2013 from either of the following?

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

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Section B

Section C: 2014 Program Budget

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

Agency Name: Kansas City Sports Commission and Foundation

Program Name: Kansas City Sports Commission Youth Clinic Series

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			\$ -
Total Personal Services			\$ -
Contractual Services			
Clinicians			\$ 500
Field preparation and rental			\$ 750
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 1,250
Supplies			
Clinic participant shirts			\$ 2,250
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 2,250

Total Program Request \$

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3,500

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KANSAS CITY, MISSOURI

Section D: 2014 Program Information

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

Agency Name: Kansas City Sports Commission and Foundation

Program Name: Kansas City Sports Commission Youth Clinic Series

Proposed Program

Detail functions to be performed by each program.

The KCSC Youth Clinic Series is a program that will include three youth clinic for boys and girls, ages 8 - 12 throughout the year. The clinics will target participants from urban Jackson County. Boys & Girls Clubs, YMCAs, Operation Breakthrough and Big Brothers & Big Sisters are a few of the organizations that will participant. Jackson County Parks would be contacted and provided information as well. Clinics will be open to the public. In addition to covering basic skills with experienced college and former professionals, there will be an educational compenent on the importance of playing sports the dangers of using drugs.

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AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section D: 2014 Program Information

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

Agency Name: Kansas City Sports Commission and Foundation

Program Name: Kansas City Sports Commission Youth Clinic Series

Participants

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

Jackson, MO	395+
Clay, Platte, Cass, MO	25
Wyandotte, Johnson, KS	35
Other Missouri	-

Target Population

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

Target population is boys and girls in the urban Jackson County between the ages of 8 - 12 years old.

Would you provide these services to anyone at your door?

Answer Yes

Is anyone denied services?

Answer No

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 %

Indigent Program (Below Poverty Level) %

Senior Indigent Program %

What criteria do you have for the clients you serve?

Service Delivery Area

Identify your specific geographic service delivery area for each program

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KANSAS CITY, MISSOURI

Section D

Section D: 2014 Program Information

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

Agency Name: Kansas City Sports Commission and Foundation

Program Name: Kansas City Sports Commission Youth Clinic Series

Kansas City, Blue Springs, Independence and Grandview

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.

Participants in the urban core of Jackson County will be targeted through organizations and education programs servicing those areas.

Approach & Method

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

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KANSAS Section D, MISSOURI

Section D: 2014 Program Information

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

Agency Name: Kansas City Sports Commission and Foundation

Program Name: Kansas City Sports Commission Youth Clinic Series

A minimum of 150 participants enrolled for each clinic

Confirm that at least 75% of participants are from the urban areas

Provide participants with instructors that will be able to enhance the skill levels of all participants and teach them the fundamentals of the sport

Detail specific methods you will use to achieve these objectives.

All participants will fill out an enrollment form detailing their personal information. Through sound teaching/instruction methods of qualified clinicians, knowledge and skill level of participants will increase.

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.

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Section D

Section D: 2014 Program Information

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

Agency Name: Kansas City Sports Commission and Foundation

Program Name: Kansas City Sports Commission Youth Clinic Series

The success of the clinics will be evaluated by the number of participants in each of the three clinics, their geographic location and a parent evaluation form.

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)

Jackson County will be listed as a supporter on the KCSC website, the clinic event website, on the individual clinic shirts and on all promotional materials.

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AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

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 **Kansas City Sports Commission and Foundation**, (Organization name) 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, **Kansas City Sports Commission and Foundation**, 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.)

[Signature]
Authorized Representative's Signature
VP BUSINESS
Title

Cynthia Smith
Printed Name
2/10/14
Date

Subscribed and sworn before me this 10 day of February, 2014. I am commissioned as a notary public within the County of Jackson, State of MO, and my commission expires on 8/15/14.

[Signature]
Signature of Notary

2/10/14
Date

REBECCA G. REGAN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Aug. 15, 2014
Commission # 10005867