

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, **LOCAL 42, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS COMMUNITY ASSISTANCE, 6320 MANCHESTER AVENUE SUITE, 42A, KANSAS CITY, MO 64133**, hereinafter referred to as "IAFF".

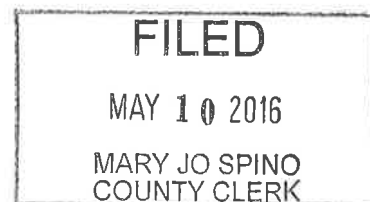
WHEREAS, the County and IAFF desire to enter into an Agreement to provide funding to be used for its community support program; and,

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 IAFF respectively promise, covenant, and agree with each other as follows:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services**. IAFF shall provide a community support program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget IAFF submitted as part of Exhibit A is considered final and non-changeable. If IAFF encounters unforeseen circumstances that require a change to IAFF's budget, IAFF shall submit a written request to the Jackson County Legislative Auditor's no later than October 28, 2016. Any changes to the budget must be approved by the Jackson County Legislature.



2. **Terms Of Payment.** The County agrees to pay IAFF the total amount of **\$37,000.00** in two equal installments of **\$18,500.00** each, with the initial payment to be made upon execution of this Agreement. The remaining payment shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. 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 IAFF 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.** IAFF 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 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. At the conclusion of this Agreement, IAFF shall submit an annual report which shall summarize all of IAFF's activities pursuant to this Agreement. IAFF's failure to submit this annual report shall disqualify IAFF from future funding by the County.

IAFF must notify the County in writing on IAFF's letterhead, within five working days of the following changes:

- a. IAFF name, address, telephone number, administration, or board of directors
- b. IAFF 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 IAFF or toward the IAFF

4. **Submission Of Documents.** No payment shall be made under this Agreement unless IAFF 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) IAFF's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of IAFF'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 IAFF has previously received funding from the County, to be eligible for future payments, IAFF must submit either an audited financial statement for IAFF's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. 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 IAFF is out of compliance on any other County contract, or has not paid county taxes on all properties owned by IAFF and assessed by the County.

5. **Equal Opportunity.** IAFF shall maintain policies of employment as follows:

A. IAFF and IAFF's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. IAFF 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. IAFF agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. IAFF and IAFF'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, IAFF 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, IAFF 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 IAFF pertaining to its finances and operations as related to County funds. Further, IAFF 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 IAFF shall default in the performance or observation of any covenant, term or condition herein contained to be performed by IAFF, the County shall give IAFF ten days written notice, setting forth the default. If said default shall continue and not be corrected by IAFF 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 IAFF. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** IAFF and the County recognize that the County intends to satisfy its financial obligation to IAFF 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 IAFF 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**. IAFF 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**. IAFF 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 IAFF during the performance of this Agreement.

13. **Insurance**. IAFF shall maintain the following insurance coverage during the term of this Agreement.

A. IAFF 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. IAFF 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. IAFF 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, 2016, and shall continue until December 31, 2016, 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 IAFF 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 IAFF 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 IAFF to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care.** IAFF 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.** IAFF 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

**Local 42 International Association of
Fire Fighters, Community Assistance**
Gary Reese, Secretary/Treasurer
6320 Manchester Avenue
Kansas City, MO 64133
(816) 358-4222

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. 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.** IAFF agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and IAFF's failure to do so constitutes a breach of this Agreement. In such event, IAFF consents and agrees as

follows:

A. The County may, without prior notice to IAFF, immediately terminate this Agreement; and

B. The County shall be entitled to collect from IAFF all payments made by the County to IAFF for which IAFF 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**. IAFF 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 IAFF is merged or purchased by another entity, the County reserves the right to terminate this Agreement. IAFF shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality**. IAFF'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 IAFF have executed this Agreement

this 29th day of April, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 


Frank White, Jr.
County Executive

ATTEST:

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 42,
COMMUNITY ASSISTANCE



Mary Jo Spino
Clerk of the Legislature

By 

Title President
Federal Tax I.D. 43-1655412

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 \$37,000.00, which is hereby authorized.



Date



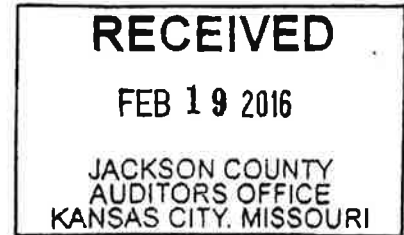
Director of Finance and Purchasing
Account No. 300-7777-56789

PC 77772016001



**2016 OUTSIDE AGENCY
FUNDING REQUEST**

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



New Agency Request
 Previously Funded

Name: International Association of Fire Fighters, Local 42 Community Assistance	
Address: 6320 Manchester	City: Kansas City State: MO Zip Code: 64133
Phone No: (816) 358-4222	Website: iaff42.org
Federal Tax ID No: 43-1655412	Fiscal Year: 7/1 - 6/30
Executive Director/President: William (Bill) Galvin	Phone: (816) 358-4222 Email: wgalvin@iaff42.org
Principal Contact: Gary Reese, Secretary-Treasurer	Phone: (816) 358-4222 Email: greese@iaff42.org
Total # of Programs Requesting Funding For: 1	Total Amount Requested: \$ 37,000

Please complete the following sections for your 2016 Outside Agency Proposal.
 Section B and Section C must be filled out for each program you are requesting funding for.

- Section A: Agency Revenue Information
- Section B: Program Budget Request
- Section C: Program Information



Section A Agency Revenue Information

Funding Entity	Source Description	2015 Actual	2016 Projected
Federal		\$ 0	\$ 0
State		\$ 0	\$ 0
Jackson County		\$ 0	\$ 0
City of Kansas City		\$ 0	\$ 0
Charity/Donations	Heart of America United Way	\$ 34,500	\$ 30,000
Fundraisers		\$ 0	\$ 0
Other			
		\$ 34,500	\$ 30,000

Does your agency have cash reserves? YES . NO
 If so, what is the current balance? \$ 10,495

Please check all Jackson County sources your agency received funding from in 2015:

- Board of Services for Developmentally Disabled
- COMBAT
- Domestic Violence Board
- Housing Resources Commission
- Mental Health Levy
- Outside Agency

Please check any of the following your agency received funding or resources from in 2015:

	Goods	Services	Cash	Amount
Harvesters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mid America Regional Council	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MAAC Link	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
United Way	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 34,500
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Section B 2016 Program Budget Request

Program Request # _____

Agency Name:

Program:

New Program Request

International Assoc. of Fire Fighters, Local
42 Community Assistance

Previously Funded

Salaries

attach job description or duties for NEW Program requests only

Position / Title	Amount	Check Box if 100% Funded by Jackson County
N/A		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
Fringe Benefits		

Total Salaries & Fringe Benefits \$ 0

Contractual Services & Supplies

Description	Amount	Check Box if 100% Funded by Jackson County
Have A Heart - supplies, gift purchases	11,000.00	<input type="checkbox"/>
Breast Cancer Project - Advertising, Shirts	2,000.00	<input type="checkbox"/>
Working Families Friend - support working families in need w/emergency utilites,		<input type="checkbox"/>
food, clothing, etc.	24,000.00	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Total Contractual Services & Supplies \$ 0 37,000.00

Total 2016 Program Budget Request \$ 0

Total Program Cost
Total cost to run your program regardless of the Jackson County funding you are requesting.
Estimate of Cost Per Participant



Section C 2016 Program Information

Agency Name:

Program:

International Association of Fire Fighters, Local 42 Community Assistance

Proposed Program

Detail functions to be performed.

We contribute annually to the Midwest Regional Burn Fund, Rainbow Center, Muscular Dystrophy Association, Have A Heart (which provides Christmas for over 400 Jackson Co. ward of the court children), SAFE (Surviving Spouse and Family Endowment Fund), Working Families Friend, Special Olympics, Breast Cancer Awareness and other 501 (c) 3 organizations.

Why is this a priority for your agency?

Local 42 Community Assistance was established in 1993 as a subsidiary of IAFF, Local 42 in Kansas City, Missouri to support charities, hospitals and individuals in the metropolitan area as well as elsewhere to assist directly, or through other charitable organizations, those who are ill, injured or in need, particularly children and those injured in the line of duty.

Check if this program is sustainable without Jackson County's funding.



Target Population

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

Greater Kansas City community

What criteria do you have for the participants you serve?

Level of need and if an organization if they qualify as a 501 (c) 3 organization

Service Delivery Area

Identify the number of participants that this program serves.

Total # served # served from Jackson County # served from Other Areas

Identify your specific service delivery area by zip code or geographical boundary.

Zip Code Geographical Boundary

Greater Kansas City

Is this is a Countywide Program? YES NO

If not, What is the Jackson County Legislative District?

Does your agency keep a list of participants for this program? YES NO

Please classify your program from the following types of services:

Community Improvement/Outreach

Food/Emergency Services

Health/Wellness

Indigent Population

Senior Services

Youth Services

Other: _____

Are your services available to anyone? YES NO

Outcomes

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

- | | |
|----|--------------------------|
| 1. | <input type="checkbox"/> |
| 2. | <input type="checkbox"/> |
| 3. | <input type="checkbox"/> |
| 4. | <input type="checkbox"/> |
| 5. | <input type="checkbox"/> |

Summary

Your application will not be considered complete without answering all questions. All applicants must fulfill the requirements listed below to complete the funding request process.

Please check the box acknowledging you understand your organization's responsibility to the following.

- Reviewed the Non-Allowable Expenses
- Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved.
- Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies.

Your organization will submit the following with the Outside Agency Proposal:

- Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate
- Missouri Secretary of State Certificate of Good Standing
- Missouri Secretary of State Annual Registration Report

Signature:

William Galvin

Date Submitted:

02/19/2016

SAVE

PRINT

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 IAFF, Local 42 ~~Community Assistance~~, 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, IAFF, Local 42 Community Assistance, 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.)



Authorized Representative's Signature
President

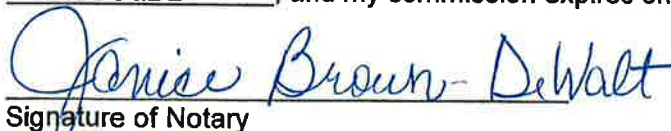
Title

William Galvin
Printed Name

April 29, 2016

Date

Subscribed and sworn before me this 29th day of April, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on July 8, 2017.

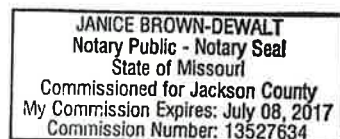


Signature of Notary

April 29, 2016

Date

This affidavit affirms that IAFF, Local 42 is enrolled and participating in E-verify operated by US Department of Homeland Security.



WORK AUTHORIZATION AFFIDAVIT

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Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2016. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date