

COOPERATIVE AGREEMENT

AN AGREEMENT by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and 1 GOAL CONSULTANT, 5108 S. McCoy, Independence, MO 64055, hereinafter called "Organization."

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding whereunder the County will pay \$17,000.00 to Organization to partially fund the ex-felon helpline; 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:

- 1. <u>Services</u>. Organization shall provide funding for its ex-felon helpline to assist ex-felons in Jackson County connect to resources such as clothing, mental health support, and other adjustment issues, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference.
- 2. <u>Terms of Payment</u>. The County agrees to pay to Organization the total amount of \$17,000.00 in quarterly installments of \$4,250.00 each, with the first payment to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County, through the Legislative Auditor, may approve adjustments to line items listed in

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Agency'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. Reports. Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first quarter shall be submitted within 30 days after the conclusion of the first quarter, or within 30 after the execution of this Agreement, whichever comes later. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.
- 4. <u>Submission of Documents</u>. No payment shall be made under this contract unless the contracting Organization shall have 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 Organization's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the Organization'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 an Organization has previously received County funding, to be eligible

for future payments, an Organization must submit either an audited financial statement for the Organization'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 Organization is out of compliance on any other County contract.

- 5. **Equal Opportunity**. Organization agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, Organization agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.
- 6. <u>Audit</u>. 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.
- 7. <u>Default</u>. If Organization shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Organization within ten days of its receipt of said notice, the County may,

at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

- 8. <u>Conflict of Interest</u>. 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.
- 9. <u>Severability</u>. 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.
- 10. <u>Insurance</u>. Organization agrees that it will maintain liability insurance in the amount of at least \$2 million per occurrence at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.
- 11. 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 Organization 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 Organization

during the performance of this Agreement.

- 12. <u>Term.</u> This Agreement shall be effective January 1, 2012, and shall terminate on December 31, 2012. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) 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 by Organization as verified by the County's audit.
- 13. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

(Signature page to follow)

IN WITNESS WHEREOF, the p	arties have executed this Agreement this $\frac{\int g^2}{1}$
APPROVED AS TO FORM: W. Stephen Nivon County Counselor	By: Michael D. Sanders County Executive
ATTEST:	1 GOAL CONSULTANT
Mary Jo Spino Clerk of the Legislature	Executive Director Federal Tax ID No. 30-0426352

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this 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 \$17,000.00 which is hereby authorized.

Spiel 17, 2012

Date

Director of Finance and Purchasing Account No. 002-7734-56789

77342012003





OUTSIDE AGENCY FUNDING REQUEST FORM 2012 BUDGET

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

Email: auditor@jacksongov.org

Section A:	Org	anization or Ag	ency Information	page 1
Section B:	Age	ncy's 2011 and	2012 Revenue Information	page 2
Section C:	Ind	vidual Program	Budget	page 3
Section D:	Pro	gram Informatio	n	pages 4 - 8
Section E:	Sur	nmary of Reque	st by Program	page 9

	Section A: (Organization or Agency Information
Name: O	e Goal Consultan	is .
Address: 51	08 S. McCoy Inde	pendence, Mo. 64055
Phone No: 81	6.716.1680	Fax:
Websile Address:	ericiwesson.com	
Federal Tax ID No:	489-705720	Fiscal Year Cycle: 2012 BUDGET
Executive Director:		Eric L. Wesson
Name and Title of Pr	ncipal Contact Pe	son: Erle L. Wesson, President/CEO
Phone No; 816	3.716.1680	Email Address: <u>ericlwesson@yahoo.com</u>
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Submittal of this reque	est has been autho	rized by:
		Date:

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ACKEEN COUNTY - ACKEEN CONTROL CONTROL

Section B: Agency's 2011 and 2012 Revenue Information Agency's 2012 Projected Revenue Information Agency's 2012 Total Projected Revenue Source You Will Request 2012 Funding From Projected % of Funding Entity <u>Amount</u> Total Revenue Federal State 0 Jackson County 65,000 76 Other Counties 0 City 20,000 24 Charity/Donations 0 **Fundralsers** 0 Olher 0 2012 Total Projected Revenue \$ 85,000

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Total Program Request \$		17,000
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Section D: 2012 Program Information Complete a separate program information sheet for each program your agence is applying for funding. Agency Name: :One Goal Consultants Ex-felon Help Line Program Name: Proposed Program Detail functions to be performed by each program The program will assist ex-felons returning to Jackson County connect to resources such as clothing, mental his support, jobs, as well as family resources and also address spiritual needs. Support line to assist with adjustmeneeds in an effort to prevent new felonies. Section D

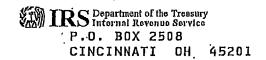
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Employer Identification Number: 30-0426352

Tax Form: 1023

Document Locator Number: 17053-059-37500-2 For assistance, call: 1-877-829-5500

Dear Applicant,

We received your application for exemption from Federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into three groups:

- Those that can be processed immediately based on information submitted,
- 2. Those that need minor additional information to be resolved, and
- 3. Those that require additional development.

If your application falls in the first group or second group, you will receive your determination letter stating that you are exempt from Federal income tax or a request for information via phone, fax, or letter. If your application falls within the third group, you will be contacted when your application has been assigned to an Exempt Organizations specialist for technical review. You can expect to be contacted within approximately 90 days from the date of this notice.

IRS does not issue "tax exempt numbers" or "tax exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

General information about the application process and tax-exemption can be found by visiting our website, www.irs.gov/eo. If you are unable to locate the information needed, you may call our toll free number shown above Monday through Friday. When communicating with us, please refer to the employer identification number and document locator number shown above.

Sign up for Exempt Organizations' EO Update, a regular e-mail newsletter that highlights new information posted on the Charities pages of irs.gov. To subscribe, go to www.irs.gov/eo and click on "EO Newsletter."