

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **NORTHEAST KANSAS CITY CHAMBER OF COMMERCE**, 6400 Independence Ave., Kansas City, MO 64125, hereinafter referred to as "Chamber."

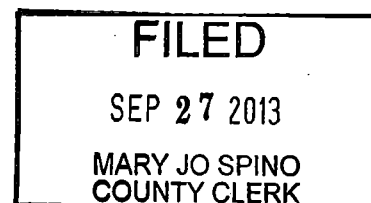
WHEREAS, the County and Chamber desire to enter into an Agreement to provide funding to be used for its Healthy Businesses/Healthy Residents Program; and,

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

1. **Services.** Chamber shall provide services through its Healthy Businesses/Healthy Residents Program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference.

2. **Terms of Payment.** The County shall pay to Chamber a total amount not to exceed \$5,000.00 under this Agreement, which shall be used to provide services in the amounts listed on the attached Budget. One quarter of this sum, or \$1,250.00, shall be paid to Chamber on a quarterly basis provided that Chamber has submitted to the County the report(s) required under Paragraph 3 and Paragraph 4 hereof. Payment for the first and second quarter will be issued within 30 days after the contract has been executed by all necessary parties. The County, through the Legislative Auditor, may



approve adjustments to line items listed in Chamber'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, Chamber 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 and second quarter shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Chamber's activities pursuant to this Agreement. Chamber's failure to submit this annual report shall disqualify Chamber from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency 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 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.) 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 the contract agency is out of compliance on any other County contract.

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

7. **Default.** If Chamber 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 Chamber 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. **Conflict of Interest.** Chamber 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. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Chamber 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, Chamber 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.

10. **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.

11. **Appropriation of funds.** Chamber and the County recognize that the County intends to satisfy its financial obligation to Chamber 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 Chamber 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.

12. **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 Chamber 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 Chamber during the performance of this Agreement.

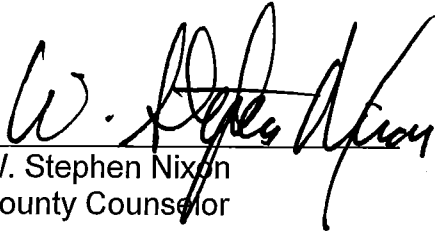
13. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only

for those services actually performed by Chamber as verified by the County's audit.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 27 day of September, 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

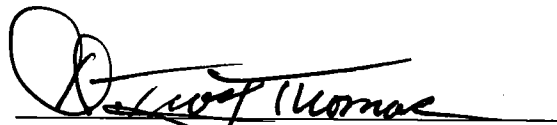
NORTHEAST KANSAS CITY
CHAMBER OF COMMERCE

By: 
Executive Director
Federal I.D. No. 43-1686139

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 \$5,000.00 which is hereby authorized.

September 25, 2013
Date


Director of Finance and Purchasing
Account No. 002-7766-56789
77662013001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Email: auditor@jacksongov.org

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Section A: Organization or Agency Information

Name: Northeast Kansas City Chamber of Commerce

Address: 6400 Independence Ave. KCMO 64125

Phone No: 816-231-3312

Fax: 816-231-2101

Website Address: NEKCchamber.com

Federal Tax ID No: 43-1686139

Fiscal Year Cycle: Jan 1 through Dec 31

Executive Director:

Rebecca Koop

Name and Title of Principal Contact Person:

Bobbi Baker

Phone No: 816-215-6813

Email Address: BobbiBaker29@gmail.com

Submittal of this request has been authorized by:

Date:

10/22/2012

10/22/2012

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AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

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		\$ -	0
State		\$ -	0
Jackson County		\$ -	0
Other Counties		\$ -	0
City		\$ 5,000	22
Charity/Donations		\$ -	0
Fundraisers		\$ 4,000	18
Other	membership dues	\$ 13,500	60
2013 Total Projected Revenue		\$ 22,500	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ -	0
Other Counties		\$ -	0
City		\$ 2,500	14
Charity/Donations		\$ -	0
Fundraisers		\$ 3,000	16
Other (please list)	membership dues	\$ 13,000	70
2012 Total Revenue		\$ 18,500	

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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
2012 Total Jackson County Funding			\$ -	

Did your agency receive funding or resources in 2012 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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AUDITORS OFFICE
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Cindy Wallace

Fax 881-3340

Section C: 2013 REVISED Program Budget

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

Agency Name: NE KC Chamber of Commerce

Program Name: Healthy Businesses Residents Community

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
Event Planner	3800	25%	\$ 950
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 950
Total Fringe Benefits			\$ -
Total Personal Services			\$ 950
Contractual Services			
Bus Driver			\$ 450
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 450
Supplies			
Bus maintenance			\$ 3,600
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 3,600
Total Program Request			\$ 5,000

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Section D: 2013 Program Information

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

Agency Name: NE KC Chamber

Program Name: Healthy Businesses- Residents- community

Proposed Program

Detail functions to be performed by each program.

See attached:

Proposed Program

Healthy Businesses = Healthy Residents = Healthy Community

Health conscious culinary delights abound our community. Yet undiscovered, these restaurants offer more than healthy foods... they offer education. Our immigrants and refugees prepare healthy foods that are native to their country of origin, often using fruits, vegetables and staples that are not familiar to our urban residents. While dining one oft listens to the trials and tribulations of the travels to the United States, spoken softly by the Haitian chef, the Vietnamese entrepreneur or the server from Honduras. You have the luxury of learning about the many regions of a country, the culture and traditions and the foods. The foods are skillfully prepared from fresh local gardens

Independence Avenue and the surrounding neighborhoods have some of the healthiest foods in the city and at a fraction of the cost of other areas. Our community has restaurants from around the world. Our immigrants and refugees prepare healthy foods that are native to their country of origin, often using fruits, vegetables and staples that are not familiar to our urban residents. The education continues with discussion as to how to cook good healthy food.

As the NE KC Chamber continues to assist businesses in the Northeast succeed we have discovered a few obstacles. Due to several issues, i.e., lack of near-by parking, dimly lit side streets, unfriendly faces and unfamiliar places, many residents and potential visitors are concerned for their safety and do not patronize the local healthy restaurants.

We propose scheduled "Healthy Business/Healthy Resident Flash Mobs" The NE KC Chamber would host transportation for two luncheons and a monthly dinner at local community restaurants. Our "Historic Northeast" Tour bus would transport residents and visitors from a community grocery parking spot, i.e., Price Chopper, Synders, Apple Market or Aldi's to the restaurant du jour. Upon arrival the chef du jour will share the menu and food choices from around the world. A Healthy Foods presentation will be made during the meal and there will be plenty of time for culinary questions. We will return to the grocery store parking area and know that Healthy foods are available not only at our local restaurants but at the grocery store where we started our adventure. The result being... Healthy Businesses = Healthy Residents = Healthy Community

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Section B

Section D: 2013 Program Information

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

Agency Name: NE KC Chamber

Program Name: Healthy Businesses- Residents- community

Participants

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

Jackson, MO	Up to 5000
Clay, Platte, Cass, MO	?
Wyandotte, Johnson, KS	?
Other Missouri	?

Target Population

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

Residents and Friends and Family of the diverse population of Historic NE.

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?

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Agency Name: NE KC Chamber

Program Name: Healthy Businesses- Residents- community

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Northeast area : North to the Missouri River, East to I- 435, South to Truman Road, West to the River Market area. Program will take place along the major corridors such as Independence Ave, St John Ave, 12th and 15th streets.

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.

Funds will be set aside for program through special classificatin accounting. The program will be visiting restaurants specific to Historic NE. All participants fo event will signin for Future contact opportunities.

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AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

Agency Name: NE KC Chamber

Program Name: Healthy Businesses- Residents- community

Approach & Method

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

Introduce residents to Healthy Food, creative cooking and tidbits of world

Introduce residents to local Healthy Restaurants and help sustain local businesses through the buying power of our local residents.

Introduce community interaction in a healthy "Buy Local" fashion. As transportation is key to get residents to purchase product and experience the diverse cultural aspects of the community. Getting our residents comfortable in their surroundings.

Detail specific methods you will use to achieve these objectives.

We propose scheduled "Healthy Business/Healthy Resident Flash Mobs" The NE KC Chamber would host transportation for two luncheons and a monthly dinner at local community restaurants. Our "Historic Northeast" Tour bus would transport residents and visitors from a community grocery parking spot, i.e., Price Chopper, Synchers, Apple Market or Aldi's to the restaurant du jour. Upon arrival the chef du jour will share the menu and food choices from around the world. A Healthy Foods presentation will be made during the meal and there will be plenty of time for culinary questions. We will return to the grocery store parking area and know that Healthy foods are available not only at our local restaurants but at the grocery store where we started our adventure. The result being... Healthy Businesses = Healthy Residents = Healthy Community

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AUDIT SECTION
KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

Agency Name: NE KC Chamber

Program Name: Healthy Businesses- Residents- community

How can the success of each program be evaluated?

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

- 1) Number of initial attendees to each Healthy Food Flash Mob.
- 2) Sign in sheets of attendees
- 3) We will have "Return Punch Cards" with a discount for their 5th visit.

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)

All Marketing & Advertising efforts will include Jackson County logo and our "elevator speech" will specify Jackson County desire to see Healty Communities.

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AUDITOR
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 **Northeast Kansas City Chamber of Commerce**, 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, **Northeast Kansas City Chamber of Commerce**, 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
President
Title

[Signature]
Printed Name
9/12/2013
Date

Subscribed and sworn before me this 12th day of September, 2013. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on 2-9-2014.

[Signature]
Signature of Notary

9/12/13
Date

