

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, **STARLIGHT THEATRE ASSOCIATION OF KANSAS CITY, INC., 4600 STARLIGHT ROAD, KANSAS CITY, MO 64132**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Starlight General Funding; and,

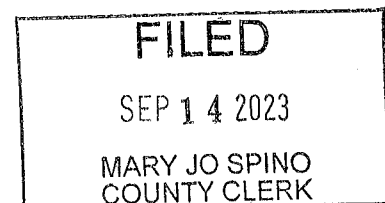
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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 services Starlight General Funding, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2023, through December 31, 2023, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$75,000.00** in quarterly reimbursements up to **\$18,750.00**. Payments shall be



made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. The final payment will not be processed until the Organization's annual program report has been completely reconciled. 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.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, itemized credit card receipts and credit card statements showing proof of purchase and proof of payment and any other documents requested by the Department of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until reports are received and accurate. Any reports that are incorrect will delay payment. The last quarter's report is due by January 31st, 2024, and 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. The final payment will not be processed until the Organization's annual program report has been completely reconciled.

Organization must submit all quarterly reports in the format specified by the County regardless of whether activity took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment. Any unspent funds under this Agreement not invoiced by Organization within 30 days from the expiration of this Agreement shall be forfeited and not be paid.

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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- 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 Department of Finance and Purchasing through the Jackson County Outside Agency Portal: (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; (5) audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Organization must

be chartered in the State of Missouri, hold a certificate of good standing with annual registration through the Missouri Secretary of State and have received an exemption from Federal income taxes under Section 501c3 of the Internal Revenue Code. Any documents described herein which were submitted as a part of an application for funding need not be resubmitted to qualify for payment. Organization understands that no payment shall be made under this agreement until Organization's 2022 Outside Agency contract has been fully reconciled with the County's Department of Finance and Purchasing. 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 have a current Certificate of Compliance as required by the County Compliance Review Office. 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 for employment 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 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 this Agreement. 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.

8. **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.

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 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.** 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.

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 January 1, 2023, and shall continue until December 31, 2023, 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 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.

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

Department of Finance & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

**Starlight Theatre Association of Kansas
City, Inc.**

Lindsey Rood-Clifford
4600 Starlight Road
Kansas City, MO 64132
(816) 997-1127

18. **Compliance Review.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Office and staff shall review this contract according to their responsibilities including site visits to any and all agencies. Organization agrees any display of hostile behavior, refusing and/or hindering a site review by any employee or staff member shall be grounds for suspension, termination or disqualification of this Agreement. 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 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.

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 County and Organization have executed this Agreement this 14 day of September, 2023.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Whitehill
County Counselor

By Frank White, Jr.
County Executive

ATTEST:

STARLIGHT THEATRE ASSOCIATION
OF KANSAS CITY, INC.

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Lindsey Rood-Clifford
Title President & CEO
Federal Tax I.D. 44-0552079

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 \$75,000.00, which is hereby authorized.

9-11-2023
Date

Belk
Director of Finance and Purchasing
Account No. 001-7641-56789
PC 764123001 000 DM

**2023 Jackson County Outside Agency Funding Proposal
Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding**

**EXHIBIT
A**

Starlight Theatre Association of Kansas City, Inc.

Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding
Jun 20, 2023
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4600 Starlight Rd
Kansas City, MO 64132
(816) 363-7827
www.kcstarlight.com
fedtaxid: 44-0552079

Fiscal Year: April to March

GuideStar:

Mission: Connect our community through live arts experiences that entertain, inspire, and engage.

Executive Director

President & CEO
Lindsey Rood-Clifford
(816) 997-1127
lindsey.rood-clifford@kcstarlight.com

Contact Person

President & CEO
Lindsey Rood-Clifford
(816) 997-1127
lindsey.rood-clifford@kcstarlight.com

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 5: Yes

**2023 Jackson County Outside Agency Funding Proposal
Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding**

Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding
Jun 20, 2023
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Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Federal	2022: SVOG, PPP, ERTC; 2023: NEA			X	\$10,878,082	\$2,944
State	MO FEMA			X	\$23,899	\$0
KCMO	Park Maintenance Funding			X	\$394,419	\$400,000
Donations	Philanthropy - Charitable Contributions			X	\$6,728,864	\$7,600,852
Fundraisers	Gala, Starry Night at Starlight			X	\$491,366	\$715,715
Other	Sales, Sponsorships, Investment Gain			X	\$9,521,187	\$19,813,369
Outside Agency	General Funding			X	\$0	\$75,000

Please check if your agency has cash reserves:
What is the current balance? \$15,699,134

Community Infrastructure

Other organizations in the community that provide the same or similar services as your organization.

Starlight joins peers such as the Kansas City Repertory Theatre, the Lyric Opera, the Kansas City Ballet, and the Kansas City Symphony in the Kansas City professional arts ecosystem. Starlight is also considered a key civic asset amongst other local treasures such as the World War I Museum and Memorial, Union Station, and the American Jazz Museum. By virtue of seating capacity, Starlight's nearly 8,000 seat venue offers a greater number of free community tickets to performing arts experiences than any other arts organization in Kansas City.

Compare your programs and results to others working in the same field.

Studies show that engagement with the arts provides health benefits, at the personal and community level. A 2007 survey of arts in healthcare institutions conducted by The Joints Commission showed That 80% of respondents believe that the arts aid in the mental and emotional recovery of patients. The arts are effective in reducing depression, anxiety, and increasing life satisfaction. What's more, one-half of the nation's healthcare systems provide arts programming. Of those that do, 78% do so for reasons including shorter hospital stays, better pain management, and less medication.

List all partnerships you have with other organizations along with the nature of the partnership.

Starlight engages the local and regional community through meaningful partnerships with more than 50 area schools and 175 nonprofits and organizations. Consequently, Starlight's community engagement programs impact populations including children receiving care in hospitals and shelters, BIPOC youth, college students, local and diverse artists, middle and high school educators and their students, underprivileged and at-risk youth, the medically dependent or disabled, low-income seniors, and more.

**2023 Jackson County Outside Agency Funding Proposal
Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding**

Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding
Jun 20, 2023
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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: For more than 70 years, Starlight has enriched the region by presenting and producing world-class theatre and music. Established in 1951, Starlight remains the oldest and largest continually operating performing arts organization in the Kansas City metropolitan area. It is one of the only outdoor theatres to present Broadway and concert programming in the summer and creative programming in the winter. In an average year, Starlight hosts more than 100 events and engages 375,000 individuals through mainstage performances, impactful community engagement programs, and special events.

Describe the benefits of this program to Jackson County Missouri: Jackson County and its residents benefit from Starlight, no matter the avenue of engagement. According to a 2022 Economic Impact Study, Starlight generates more than \$61 million of economic output every year. The visitor spending by county demonstrates that 46.9% of these dollars are spent directly in Jackson County; more than double of any other county. Jackson County residents, organizations, and schools alike display strong engagement. In 2022 alone, 165,464 tickets came from Jackson County accounts, and more than 75 nonprofits and 32 schools served Jackson County residents.

Describe target population to be served: While the majority of attendees come from the Midwest, Starlight attracts visitors from all 50 states. With a commitment to providing live arts experiences for all generations, Starlight offers arts experiences and programming that strives to appeal to all ages, races, ethnicities, and backgrounds.

What are the qualifications for participants: Starlight's vision is to be the home for accessible live arts experiences for all generations. This commitment means that no matter your age, race, ethnicity, socio-economic status, gender identity, or education, you are welcome and invited to engage with Starlight.

Check if your services are available to anyone: Yes

How do you maintain a database of participants: Tessitura; Community Engagement program rosters and tracking sheets

Number of participants from Jackson County: 171,900

Number of participants from Other Areas: 128,100

Total Number of participants: 0

Identify the community need for your organization's program and services in Jackson County.

In Kansas City, residents and tourists alike have abundant opportunities to engage with arts and culture. However, access to these is not always equitable. The location of these opportunities alone showcases an imbalance; east of Troost Avenue, only three performing arts venues appear. Residents of Kansas City recognize Troost as a physical and symbolic division; a dividing line of economic and racial segregation. Starlight is proud to be a part of the Swope Park community; an often overlooked part of Jackson County that may not otherwise be visited without a destination like Starlight.

**2021 Jackson County Outside Agency Funding Proposal
Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding**

Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding
Jan 20, 2023
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Outcomes

Outcome: In 2023, we hope to engage 300,000 guests from all 50 states in order to bring more people to Swope Park and Kansas City
Portion of budget request supporting this objective:
Targets: 300,000 clients, Age range:

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

2023 Jackson County Outside Agency Funding Proposal
Budget as Awarded
Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding

Starlight Theatre Association of Kansas City, Inc.
Starlight General Funding
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Direct Program Support				
Name	Description	Total Expense ⑥	Amount Awarded ⑥	Percent
Program Staff Salary	Program Staff Salary	\$3,632,956	\$0	00%
Fringe Benefit (Only FICA/Insurance-Max 10% of Salary Request)	Taxes, Insurance, Retirement	\$695,739	\$0	00%
Professional Services Provider-1099 Independent Contractor (Must indicate type, vendor and provide copy of contract terms)	Independent Contractors	\$96,490	\$0	00%
Program Communications (Hotlines, Newsletters, Program Advertising...etc.)	Brand marketing and media	\$1,248,747	\$0	00%
Program Contractual Services (Must indicate type, vendor and provide copy of contract terms)	Subcontractors, tours	\$10,817,408	\$75,000	01%
Program Materials & Supplies (Required for program participation, consumable and for client use. List any unique items)	Includes production, operations, community engagement, etc.	\$5,330,564	\$0	00%
				%
Direct Expense Totals		\$21,821,904	\$75,000	
Indirect/General Operating Support				
Administrative Staff Salary	Administrative Staff Salary	\$770,661	\$0	00%
Fringe Benefit (Only FICA/Insurance-Max 10% of Salary Request)	Fringe Benefit	\$331,327	\$0	00%
Accounting/Auditing	Accounting/Auditing	\$104,025	\$0	00%
Office Supplies (Must be consumable)	Office Supplies	\$32,875	\$0	00%
Professional Development	Professional Development	\$72,800	\$0	00%
Software & Maintenance	Software & Maintenance	\$802,910	\$0	00%
Organization Contractual Services (Must indicate type, vendor and provide copy of contract terms)	Organization Contractual Services	\$247,207	\$0	00%
				%
Indirect Expense Totals		\$2,361,805	\$0	

Total 2023 Program Budget Award: \$75,000

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$24,183,709
Cost/Participant	\$0.44
JACO Funding/Total Program Cost	00%

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 **Starlight Theatre Association of Kansas City, Inc.**, 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, **Starlight Theatre Association of Kansas City, Inc.**, 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.)

Lindsey Road Clifford
Authorized Representative's Signature
President & CEO
Title

Lindsey Road Clifford
Printed Name
8/11/23
Date

Subscribed and sworn before me this 11 day of August, 2023. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 08.15.2026.

Jacques L. Hassen
Signature of Notary

08.11.2026
Date

