

COOPERATIVE AGREEMENT

AN AGREEMENT by and between JACKSON COUNTY, MISSOURI, a Constitutional Home Rule County, hereinafter called "the County" and MORNINGSTAR DEVELOPMENT COMPANY, 2411 E. 27<sup>th</sup> Street, Kansas City, MO 64127, hereinafter called "Organization."

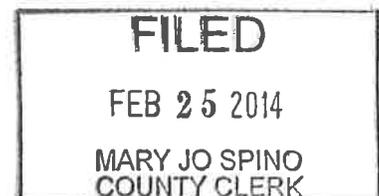
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for a summer and after school program; and,

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

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. **Services.** Organization shall provide services relating to a summer and after school program, in accordance with the proposal and budget attached hereto as Exhibit A. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to its budget, Organization shall submit a written request to the Jackson County Legislative Auditor's Office no later than October 31, 2014. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms of Payment.** The County agrees to pay to Organization the total amount of **\$166,000.00** in quarterly installments of **\$41,500.00** each, with the payment for the first quarter 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 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.** 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 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.

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

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

2. **Submission of Documents.** No payment shall be made under this contract unless Organization has submitted to the Director of Finance and Purchasing

(1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years), (5) a paid tax receipt on all properties owned by Organization or notice of exemption. If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

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

A. Organization and its subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be

limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and its subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Organization pertaining to its finances and operations. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Director of Finance and Purchasing prior to receipt of the County's first distribution of funds under the terms of

this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

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

9. **Appropriation of funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are

exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Severability.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. **Indemnification.** Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

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

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term.** The term of this Agreement shall commence as of January 1, 2014, and shall continue until December 31, 2014, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to

receive as provided in this Agreement, or be 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  
Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Morningstar Development Company**  
Roy Anderson  
President  
2411 E. 27<sup>th</sup> St., KCMO 64127  
816-260-9868

18. **Compliance.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies for Breach.** Organization promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with

said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

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

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

20. **Transfer and Assignment**. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity**. If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality**. Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 25<sup>th</sup>  
day of February, 2014.

APPROVED AS TO FORM:

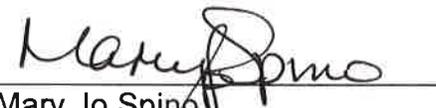
JACKSON COUNTY, MISSOURI

  
W. Stephen Nixon  
County Counselor

By:   
Michael D. Sanders  
County Executive

ATTEST:

MORNINGSTAR DEVELOPMENT  
COMPANY

  
Mary Jo Spino  
Clerk of the Legislature

By:   
Executive Director  
Federal ID No. 43-1692466

### 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 \$166,000.00 which is hereby authorized.

February 21, 2014  
Date

  
Director of Finance and Purchasing  
Account No. 003-7738-56789

77382014001

# OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)

Section A: Organization or Agency Information . . . . .	page 1
Section B: Agency's 2013 and 2014 Revenue Information . . . . .	page 2
Section C: Individual Program Budget . . . . .	page 3
Section D: Program Information . . . . .	pages 4 - 8
Section E: Summary of Request by Program . . . . .	page 9

## Section A: Organization or Agency Information

Name:	MorningStar's Development Company, Inc.		
Address:	2411 E. 27th Street	Zip Code:	64127
Phone No:	(816) 923-3559	Fax:	(816) 921-3972
Website Address:			
Federal Tax ID No:	43-1692466	Fiscal Year Cycle:	January 1 thru December 31
Executive Director:	Roy L. Anderson - President		
Roy L. Anderson - President			
Phone No:	(816) 260-9868	Email Address:	<a href="mailto:roylanderson11@yahoo.com">roylanderson11@yahoo.com</a>
Submittal of this request has been authorized by: Roy L. Anderson, President			
Date:	6-Dec-13		

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## Section B: Agency's 2013 and 2014 Revenue Information

### Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	U.S. Housing and Urban Development (HUD)	\$ 528,000	15
State	State of Missouri	\$ 500,000	14
Jackson County	Jackson County	\$ 300,000	8
Other Counties		\$ -	0
City	Kansas City, Missouri	\$ 1,500,000	42
Charity/Donations		\$ 672,000	19
Fundraisers		\$ 100,000	3
Other		\$ -	0
<b>2014 Total Projected Revenue</b>		<b>\$ 3,600,000</b>	

### Agency's 2013 Revenue Information

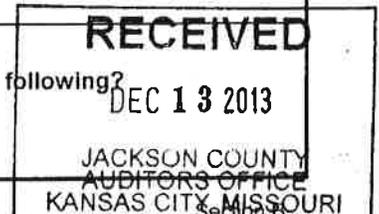
Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ -	0
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 111,500	100
Fundraisers		\$ -	0
Other (please list)		\$ -	0
<b>2013 Total Revenue</b>		<b>\$ 111,500</b>	

**If your agency received funding from Jackson County in 2013,  
please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT			\$ -	
Mental Health Levy			\$ -	
Board of Services for Developmentally Disabled			\$ -	
Domestic Violence Board			\$ -	
Housing Resources Commission			\$ -	
Outside Agency Program			\$ -	
<b>2013 Total Jackson County Funding</b>			<b>\$ -</b>	

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

Mid America Regional Council	\$ -
Harvesters	\$ -



## Section C: 2014 Program Budget

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

**Agency Name:** Morningstar's Development Company, Inc.

**Program Name:** MSDC Summer and After School Program

<b>Personal Services</b>			
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
Program Manager I	\$16,236	100%	\$ 16,236
Program Manager II	\$16,236	100%	\$ 16,236
Youth Counselors (6)	\$54,300	100%	\$ 54,300
Food Service/Cook/Maintenance Worker	\$11,025	100%	\$ 11,025
Program Development Specialist	\$10,000	100%	\$ 10,000
Healthy Living Specialist	\$6,000	100%	\$ 6,000
Total Salaries			\$ 113,797
Total Fringe Benefits			\$ -
<b>Total Personal Services</b>			<b>\$ 113,797</b>
<b>Contractual Services</b>			
Youth Sports Activities			\$ 6,000
Gardening			\$ 6,000
Visual Art Specialist			\$ 6,000
Music Specialist			\$ 6,000
Field Trips & Transportation			\$ 3,465
Art-in-Education/Healthy Living/Academic Workshops			\$ 8,525
<b>Total Contractual Services</b>			<b>\$ 35,990</b>
<b>Supplies</b>			
Food			\$ 12,213
Classroom Supplies			\$ 4,000
<b>Total Supplies</b>			<b>\$ 16,213</b>

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**Total Program Request \$ 166,000**

## Section D: 2014 Program Information

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

Agency Name: MorningStar's Development Company, Inc.

Program Name: MSDC Summer Youth and After School Program

### Proposed Program

Detail functions to be performed by each program.

The MorningStar's Community Development Company, Inc. is requesting \$166,000 for its Summer and After School Program. The Morningstar Youth & Family Life Center takes a holistic approach to human development. MSDC provides services to reach the "whole person". Children will be served breakfast, lunch and supper during the Summer School Program; and a hot meal during the After School Program. Youth Counselors will provide academic instruction and classroom instruction will be supplemented by workshops presented by specialists in the areas of: visual and performing arts, health living and exercise programs, computer literacy, gardening and fitness and nutrition.

These services are provided for children, kindergarten through sixth grade (K-6). Summer classes will last 10 weeks and the After School Program will last 39 weeks.

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## Section D: 2014 Program Information

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

**Agency Name:** MorningStar's Development Company, Inc.

**Program Name:** MSDC Summer Youth and After School Program

<b>Participants</b>	
Identify the number of participants by County that each program serves.	
Jackson, MO	200
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

<b>Target Population</b>
Describe target population and demographics to be served by each program.

The population residing in this targeted area severely needs social services, affordable housing, safe neighborhoods, basic education and job training. MSDC and partnering agencies will expand their programs that assist families in meeting basic needs for food, clothing, jobs and education. The Center is currently providing programs that help feed, clothe and educate residents. For the past six years, the Center has clothed about 1000 persons a year; and served about 125 youth per year in its after school program. The program currently services an estimated 100 persons a day in the fall and winter months and 200 persons a day during the summer months. After school and summer classes are not provided anywhere else in the area. In addition, there is no grocery store nor place for cultural activities in the area.

Would you provide these services to anyone at your door? YES **Answer Yes or No**  
 Is anyone denied services? NO **Answer Yes or No**

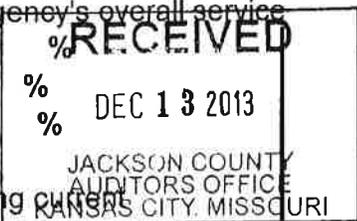
What level of indigents 90%

Please classify your program from the following types by percentage of your agency's overall services

- Senior Program 50 %
- Indigent Program (Below Poverty Level) 25 %
- Senior Indigent Program 25 %

What criteria do you have for the clients you serve?

MSDC proposes to reverse the current trend of community decline by expanding current partnerships and providing families with the basic tools and resources to overcome poverty. The Center will serve as an anchor for the 27th Street and Prospect Avenue Corridors. Data will also be



## Section D: 2014 Program Information

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

Agency Name: MorningStar's Development Company, Inc.

Program Name: MSDC Summer Youth and After School Program

### Service Delivery Area

Identify your specific geographic service delivery area for each program.

The primary focus of the neighborhood Center includes an Enhanced Enterprise Community comprising portions of the following neighborhoods: Beacon Hill, Washington Wheatly, Wendell Phillips, Mount Hope Key Coalition and Santa Fe. The Service Area is an Urban Core Neighborhood Strategy Area in Council District 3. Although the facility is and will be opened to all residents of Kansas City, Missouri, the primary population served will be low to moderate income persons residing in Census Tracts 38, 42, 54, 39, 40, 37, 56.01, 52, and 41.

### 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 received from Jackson County will be utilized for support staff and sports, recreational, cultural arts and healthy living activities that will ultimately benefit hundreds of youth and families in the urban core neighborhoods and other areas of Jackson County, Missouri.

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## Section D: 2014 Program Information

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

Agency Name: MorningStar's Development Company, Inc.

Program Name: MSDC Summer Youth and After School Program

### Approach & Method

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

1. To provide a "safe haven" for children and families

2. To provide much-needed educational, social service and cultural programming

3. To act as a conduit to bring outside resources to the community

Detail specific methods you will use to achieve these objectives.

The Morningstar Summer and After School Program has developed a reputation for providing much-needed community and social services to youth and families in Kansas City's urban core. Neighborhood residents of the community know Morningstar is a place where they can go for assistance of any kind. No one is ever turned away. The Center's Summer and After School Program hires seasoned experts both in each of the program areas as well as in its supplemental workshop programs, so families can rest assured that students will receive the best there is to offer in educational programs in an after-school setting. Center staff will also take students on field trips to expose them to civic and cultural events and will solicit civic organizations outside of the community to donate supplemental materials and supplies to the center.

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## Section D: 2014 Program Information

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

Agency Name: MorningStar's Development Company, Inc.

Program Name: MSDC Summer Youth and After School Program

How can the success of each program be evaluated?

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

The success of the MSDC Summer and After School Program will be measured by a post-program evaluation completed by a university educational department. Parent and partner and community surveys will also be produced and results compiled by Morningstar Staff.

### 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)

Morningstar's Summer and After School Program will list Jackson County as a Major Contributor in all of its publicity and marketing materials, including: news releases, pamphlets, brochures, and web site.

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**Section E: Summary of Jackson County Funding Request by Program**

**Agency Name:** MorningStar's Development Company, Inc.

**Program Name:** Morningstar Summer and After School Program **Amount**

MSDC Summer and After School Program	\$	166,000
2.	\$	-
3.	\$	-
Total Jackson County Funding Request for All Programs		\$ 166,000

Is there anything Jackson County can do to help your operation run more efficiently?

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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 **Morningstar Development Company**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Morningstar Development Company**, 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.)

Roy Anderson  
Authorized Representative's Signature  
President  
Title

Roy Anderson  
Printed Name  
2-20-14  
Date

Subscribed and sworn before me this 20<sup>th</sup> day of February, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 4/22/15.

G. Sciara  
Signature of Notary

2/20/14  
Date

G. SCIARA  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires April 22, 2015  
Commission # 11038552