

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, **MINDDRIVE**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for community needs as laid out below and attached; 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 as laid out in documentation provided by the Organization.

2. **Terms Of Payment**. The County agrees to pay Organization the total amount of **\$35,000.00** in a single lump sum payment.

3. **Initial Reports/Other Documentation**. Organization shall provide initial documents/disclosures based on the type of funding provided:

- a. For PROGRAM funding. By March 1, 2026, Organization shall submit the following: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served,

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anticipated expenditures, estimated time in which funds will be expended, other sources of supplemental funds for the program, and quarterly benchmarks; and (2) a 2026 Certificate of Compliance from the Jackson County Office of Compliance.

- b. For CAPITAL/CONSTRUCTION/EQUIPMENT funding, by March 1, 2026, Organization shall submit the following: (1) Proof of any matching funds, (2) a pending sales contract or detailed equipment quote, (3) a detailed project budget, (4) market analysis establishing property's value viability, (5) a clear plan for the property use including long-term goals, (6) a 5 year operating plan with projections, (7) if applicable, a list of current equipment inventory or other needs justification to establish equipment is necessary (8) a vendor selection justification, and (9) a 2026 Certificate of Compliance from the Jackson County Office of Compliance.

- i. Upon execution of contract, the Compliance Review Office will email a Prevailing Wage Packet to Organization. Organization is responsible for completing and returning packet within fourteen business days.

- ii. The Jackson County Compliance Review Office reserves the right to visit at any time to take pictures and conduct worksite interviews to verify compliance with Missouri statutes and County Code. Non-compliance with Missouri prevailing wage laws will be considered a breach of this contract and Organization will be required to return funds if the breach is not remedied with applicable prevailing wage

paid.

- c. These reports shall be submitted to our Compliance Department through the NPPG Dashboard.

4. **Supplemental Disclosures.**

- a. Following the initial disclosures organizations shall provide supplemental reports based on the type of funding provided.

- i. For PROGRAM funding, Organization shall provide quarterly written reports to be submitted during the entirety of the time in which funds are expended as defined by the organization. These reports should be submitted by April 30, July 31, October 31, 2026 and January 31, 2027. This report should include (1) expenditures to date, (2) progress on anticipated benchmarks, (3) changes to initial implementation plan.

- ii. For CAPITAL/CONSTRUCTION/EQUIPMENT funding, Organization shall provide reports of purchase within 30 days of purchase of a building or equipment.

- 1. If Organization sells any building purchased in whole or in part with these County funds within 3 years of receipt of funds, the sale must be reported to the County. This will initiate a review of the sale by the Compliance Review Office to determine the validity of the reason for sale and could result in return of funds.

- b. Failure to provide initial documents or supplemental reports shall

constitute a breach of the agreement and could result in return of funds or disqualification of future County funding for up to five years for all legislatively approved funds.

- c. Organization is advised and agrees that County may publish publicly accessible reports indicating Organizations compliance with reporting requirements.

5. **Supporting Documentation.**

- a. Organization shall maintain and provide to County upon request the following documentation, if applicable.

- i. Procurement and conflict of interest policies
- ii. Documentation of compliance with any applicable procurement laws
- iii. Publication and/or posting documentation relating to procurement
- iv. Requests for bids/proposals/qualifications
- v. Estimates, quotes, bid responses, proposals
- vi. Sales receipts and invoicing
- vii. Contracts for purchase of goods or services
- viii. Proof of evaluation and awards
- ix. Purchase orders, payment requests, or applications for payment
- x. Proof of payments (e.g. cancelled checks, direct payment information, bank statements, credit card statements)
- xi. Proof of delivery on goods
- xii. Proof of services rendered

- xiii. Direct solicitation lists
- xiv. Documentation of sole source procurement
- xv. Bonding and insurance documents
- xvi. Financial reports regarding the use of Funds
- xvii. OSHA 10 Cards
- xviii. Any other documents reasonably required by the County or its auditors.

6. **Employment of Unauthorized Undocumented Persons Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized undocumented persons 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 A, affirming that it does not knowingly employ any person who is an unauthorized undocumented person in connection with the contracted services.

7. **Changes to Organization.** Organization must notify the County Compliance Review Office 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. Management or staff responsible for providing services pursuant to this contract.

- d. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

8. **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. The forms used to document expenditure of these funds may be changed from time to time by the County. The performance of this Agreement shall be subject to review by the County.

9. **Compliance Review:** The County Compliance Review Office and staff shall reserve the right to 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 and return of funds. 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.

10. **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 recoup any payments already made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

11. **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.

12. **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.

13. **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.

14. **Term**. The term of this Agreement shall commence January 1, 2026, and shall continue until December 31, 2026. If this Agreement is terminated by either party, the Organization shall return funds to County for those services actually performed after the term of the agreement 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. 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.

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. If organization has not made substantial progress towards initial goals as laid out by Organization by August 31, 2026, Organization is subject to a Project Viability Review by the Compliance Review Office and any funds could be subject to revocation.

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

MINDDRIVE

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

MINDDRIVE's Representative

_____	Name
_____	Address
_____	Telephone

18. **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 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.

19. **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.

20. **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.

21. **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.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 5th day of February, 2026.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Whitney S. Miller

County Counselor

By

Phil LeVota

County Executive

ATTEST:

MINDDRIVE

Mary Jo Spino

Mary Jo Spino
Clerk of the Legislature

By

Thyler

Title

CEO

Federal Tax I.D.

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 **\$35,000.00**, which is hereby authorized.

Date

1/16/2026

Cheryl L. Polter

Director of Finance and Purchasing
Account No.

001-0112-56779

SCON-10001631

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 **MINDDRIVE**, 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, **MINDDRIVE**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature

CEO

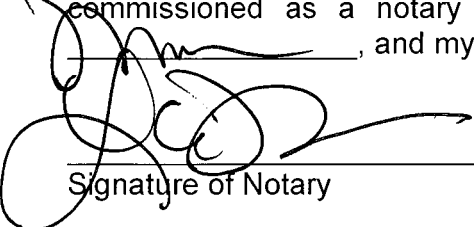
Title

Mary Esselman

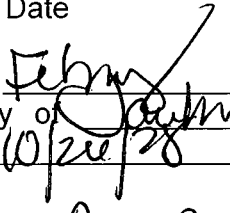
Printed Name
2/5/26

Date

Subscribed and sworn before me this 5th day of February, 2026. I am
commissioned as a notary public within the County of St. Louis, State of
Missouri, and my commission expires on 10/26/28.



Signature of Notary



Date
2-5-26

Date

