

COOPERATIVE AGREEMENT
(Older Americans Act Match)

R. 19051

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "Organization."

WHEREAS, the County recognizes its statutory obligations to the poor under Section 205.580 et seq., RSMo; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support service programs for the elderly; and,

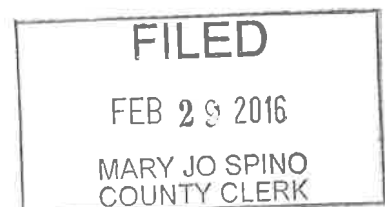
WHEREAS, Organization is the duly designated area agency on aging for the Missouri counties of Clay, Cass, Platte, Ray and Jackson; and,

WHEREAS, the County desires to provide funds to Organization so that Organization may plan and manage activities for the benefit of Jackson County residents under the **Older Americans Act**, 42 U.S.C. §3001 et seq.; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo dealing with cooperation agreements; now therefore,

The County and Organization agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services To Be Provided.** Organization shall provide services under the Older Americans Act, and shall provide staff planning and management of activities under said Act, as are more fully set out in the document attached hereto, as Exhibit A,



and all of which benefit the residents of Jackson County, Missouri. 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 Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's Office no later than October 31, 2016. Any changes to the budget must be approved by the Jackson County Legislature.

1. **Terms of Payment.** Upon execution of this Agreement, County shall pay Organization the sum of **\$25,947.00**. 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.

2. **Annual Report.** Organization shall submit an annual report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to Organization by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2016. Failure to submit said 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

3. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to the finances and operations of Organization.

4. **Equal Opportunity.** 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 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 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 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, 2016, and shall continue until December 31, 2016, 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 obligation 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. 12th Street, Suite 100
Kansas City, MO 64106

Mid-America Regional Council
Dorothy Pope
Director of Financial Affairs
600 Broadway, Suite 200, KCMO 64105
816-474-4240

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 County and Organization have executed this Agreement this 29th day of February, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

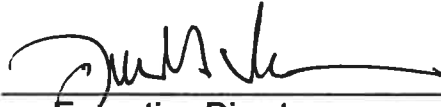

W. Stephen Nixon
County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL


Mary Jo Spino
Clerk of the Legislature

By 
Executive Director
Federal I.D. # 43-0976432

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 \$25,947.00 which is hereby authorized.

February 24, 2016
Date

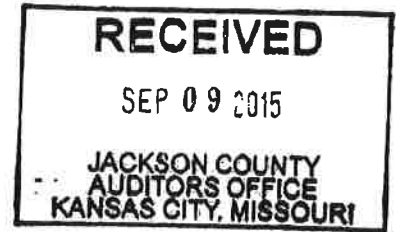

Director of Finance and Purchasing
Account No. 002-7902-56080

PC 79022016001



2016 OUTSIDE AGENCY FUNDING REQUEST

415 E 12th Street, 2nd Floor
 Kansas City, MO 64106
 Email: auditor@jacksongov.org



New Agency Request
 Previously Funded

Name:			
Mid-America Regional Council			
Address:	City:	State:	Zip Code:
600 Broadway, Ste. 200	Kansas City	MO	64105
Phone No:		Website:	
(816) 474-4240		www.marc.org	
Federal Tax ID No:		Fiscal Year:	
43-0976432		01/01 to 12/31	
Executive Director/President:		Phone No.	Email:
David A. Warm		(816) 474-4240	dwarm@marc.org
Principal Contact:		Phone No.	Email:
Dorothy Pope		(816) 474-4240	poped@marc.org

Please complete the following sections for your 2016 Outside Agency Proposal.
 Section B and Section C must be filled out for each program you are requesting funding for.

- Section A: Agency Revenue Information
- Section B: Program Budget Request
- Section C: Program Information

Total # of Programs Requesting Funding For:

6

Total Amount Requested:

\$ 234,669

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SEP 09 2015

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Agency Revenue Information - Attachment

<u>Funding Entity</u>	<u>Source Description</u>	<u>2015 Actual</u>	<u>2016 Projected</u>
Other	Other Local Gov't Grant Revenue	3,641,457	\$ 3,771,035
Other	Foundation Grant Revenue	2,388,170	1,839,521
Other	Non Profit Grant Revenue	53,607	85,227
Other	Corporate Grant Revenue	23,600	5,000
Other	Other Counties Dues	175,876	224,248
Other	City member dues	94,532	174,616
Other	City voluntary dues	318,837	244,515
Other	City transportation project fees	46,037	470,055
Other	User Fees	797,106	665,274
Other	Misc. Income	87,057	62,600
Other	Interest Income	15,049	14,550
	Total	\$ 7,641,327	\$ 7,556,641



Section A Agency Revenue Information

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JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Funding Entity	Source Description	2015 Actual	2015 Projected
Federal	Various direct and pass-through grants	\$ 40,191,204-	\$ 38,795,588-
State	Various grants	\$ 2,812,910 -	\$ 2,998,348 -
Jackson County	Various grants and dues	\$ 433,388 -	\$ 439,669 -
City of Kansas City	Various grants and dues	\$ 117,194 -	\$ 148,503 -
Charity/Donations	In-kind contributed services and program income	\$ 10,069,952-	\$ 9,279,144 -
Fundraisers	None	-	-
Other	See attached lists	\$ 7,641,327 -	\$ 7,556,641 -
		\$ 61,065,975-	\$ 59,217,894

Please check if your agency has cash reserves
 What is the current balance? \$ 661,067

Please check all Jackson County sources your agency received funding from in 2015:

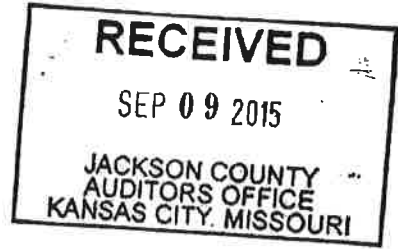
- Board of Services for Developmentally Disabled
- COMBAT
- Domestic Violence Board
- Housing Resources Commission
- Mental Health Levy
- Outside Agency

Please check any of the following your agency received funding or resources from in 2015:

	Goods	Services	Cash	Amount
Harvesters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
Mid America Regional Council	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
MAAC Link	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
United Way	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-



Section C 2016 Program Information



Agency Name:
Mid-America Regional Council

Program:
Older Americans Act Match

Proposed Program

Detail functions to be performed.

The \$27,535 request for funds is used as local match for federal Older Americans Act grant funds and represents Jackson County's share of the \$72,474 requested from the five Missouri counties, Kansas City, Missouri and Independence, Missouri, which participate in the aging program. This amount was increased two percent in February 2015 by the MARC Board of Directors.

Why is this a priority for your agency?

These funds are used to help the MARC Area Agency on Aging meet the administrative match required by the Older Americans Act.

Check if this program is sustainable without Jackson County's funding.

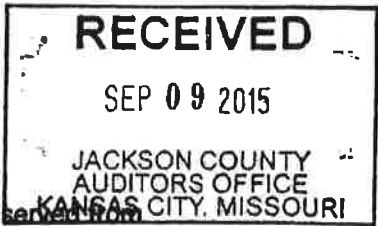
Target Population

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

The Older Americans Act authorizes direct services to persons aged 60 and above, and state general revenue funds allow expansion of some services to disabled adults between ages 18 and 59. MARC's research data center estimates the 2000 Jackson County population aged 60 and over at 104,804 and estimated there are 39,401 eligible disabled residents. The total

What criteria do you have for the participants you serve?

Federal regulations require that priority be given to those in the greatest social and economic need, which has been further defined as low-income, ethnic minorities, those with limited English speaking ability, the disabled, and the rural isolated elderly.



Service Delivery Area

Identify the number of participants that this program serves.

Total # served	# served from Jackson County	# served from Other Areas
10,030	7,608	2,322

Identify your specific service delivery area by zip code or geographical boundary.

Zip Code _____ Geographical Boundary
Cass, Clay, Jackson, Platte and Jackson Counties

Check if this is a Countywide Program
If not, What is the Jackson County Legislative District? 1st At-Large 1st District

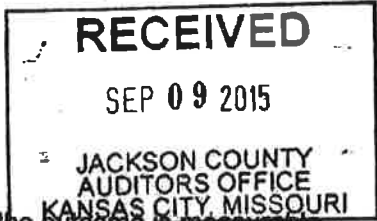
Check if you keep a list of participants for this program

Please classify your program from the following types of services:

- Community Improvement/Outreach
- Food/Emergency Services
- Health/Wellness
- Indigent Population
- Senior Services
- Youth Services

Other: _____

Check if your services are available to anyone.



Outcomes

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

- 1. To develop and administer the annual Area Plan for Aging.
- 2. To promote the development of a coordinated continuum of care for older persons and disabled adults.
- 3. To serve as an advocate on issues and programs relative to the status of older persons residing within the service area.
- 4.
- 5.

Summary

Your application will not be considered complete without answering all questions. All applicants must fulfill the requirements listed below to complete the funding request process.

Please check the box acknowledging you understand your organization's responsibility to the following.

- Reviewed the Non-Allowable Expenses
- Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved.
- Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies.

Your organization will submit the following with the Outside Agency Proposal:

- Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate
- Missouri Secretary of State Certificate of Good Standing
- Missouri Secretary of State Annual Registration Report

Signature: Dorothy Pope
 Date Submitted: 09/09/2015



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 **Mid-America Regional Council**, (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, **Mid-America Regional Council**, 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.)

Cathy Rose
Authorized Representative's Signature
Director of Financial Affairs
Title

Dorothy Pope
Printed Name
2-9-2016
Date

Subscribed and sworn before me this 9 day of FEBRUARY, 2016. I am commissioned as a notary public within the County of JACKSON, State of MISSOURI, and my commission expires on July 28, 2017.

[Signature] _____
Date 2-9-2016

