

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, **MIDWEST MUSIC FOUNDATION, 532 TROOST, KANSAS CITY, MO 64106**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used to provide health care assistance to musicians; 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 Abby's Fund for Musicians' Health Care program, 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, 2017, through December 31, 2017, 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. 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 no later than October 31, 2017. Any changes to

FILED
MAY 26 2017
MARY JO SPINO
COUNTY CLERK

the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$20,000.00** in quarterly installments of **\$5,000.00**, 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/Other Documentation.** 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 report for the first quarter shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of 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

4. **Submission of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's 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) 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 (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an 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. Any documents described herein which were 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 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 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 its

finances and operations as related to County funds. 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, 2017, and shall continue until December 31, 2017, 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
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Midwest Music Foundation
Rhonda Lyne
532 Troost
Kansas City, MO 64106
(816) 830-0382

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 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 16th day of May, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 


Frank White, Jr.
County Executive

ATTEST:

MIDWEST MUSIC FOUNDATION



Mary Jo Spino
Clerk of the Legislature

By 

Title Executive Director
Federal Tax I.D. 27-0673514

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 \$20,000.00, which is hereby authorized.



Date




Chief Financial Officer
Account No. 002-7778-56789

PC 77782017001

**2017 Jackson County Outside Agency Funding Proposal
Midwest Music Foundation
Abby's Fund for Musicians' Health Care**

Midwest Music Foundation

532 Troost
Kansas City, MO 64106
(816) 830-0382
www.midwestmusicfound.org
fedtaxid: 27-0673514

Midwest Music Foundation
Abby's Fund for Musicians' Health Care 
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Fiscal Year: January to December

GuideStar: 1126914

Mission: The Midwest Music Foundation (MMF) unites and empowers the greater Kansas City music community by providing programs and resources to area musicians through outreach, support, education, and health care assistance.

Executive Director

Executive Director
Rhonda Lyne
(816) 830-0382
rhonda@midwestmusicfound.org

Contact Person

Executive Director
Rhonda Lyne
(816) 830-0382
rhonda@midwestmusicfound.org

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

District 1: Yes

**2017 Jackson County Outside Agency Funding Proposal
Midwest Music Foundation
Abby's Fund for Musicians' Health Care**

Agency Revenue Information

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Funding Entity	Source Description	2016 Actual	2017 Projected
Federal	None	\$0	\$0
State	None	\$0	\$0
Jackson County	None	\$0	\$0
City of Kansas City	None	\$0	\$0
Charity/Donations	YTD 9-21-2016	\$10,865	\$15,000
Fundraisers	YTD 9-21-2016	\$10,003	\$20,000
Donations	Grants, Membership, Merch, Sponsorship	\$20,478	\$30,000
		\$41,346	\$65,000

Please check if your agency has cash reserves: Yes
What is the current balance? \$32,663

Please check all Jackson County sources your agency received funding from in 2016:

Please check any of the following your agency received funding or resources from in 2016:

	Goods	Services	Cash	Amount
Harvesters				\$0
Mid America Regional Council				\$0
MAAC Link				\$0
United Way				\$0

2017 Jackson County Outside Agency Funding Proposal
Midwest Music Foundation
Abby's Fund for Musicians' Health Care

Date Program was Initiated: 2010

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What time period does this program run: All Year

Provide program description: Abby's Fund for Musicians' Health Care was created in 2008 when Kansas City musician Abigail Henderson was diagnosed with breast cancer. The local music community raised money to help Abigail pay for medical bills and treatment costs, an outpouring of community support that led her to co-found Midwest Music Foundation (MMF) to provide area musicians with health care assistance. Though Abigail passed away in 2013, MMF continues her mission to invest in Kansas City's musical artists. This fund is designed to assist members of the KC-area music community with emergency medical situations. Additionally, MMF is devoted to helping musicians navigate their health care options and provide education on the importance of preventive care. Since the inception of the fund, MMF has awarded more than \$77,000 in health care grants to 50 Kansas City musicians. Abby's Fund grants are available to those suffering medical emergencies to help pay for urgent needs such as medical bills, rent, or utilities due to lost work. MMF has been able to grant some kind of assistance to every applicant and directs them to additional resources as needed.

Describe the benefits of this program to Jackson County Missouri: MMF believes that access to health care is integral for musicians to share their talents and advance their careers. Due to the nature of their professions, musicians often remain uninsured or underinsured. Often, they are unable to afford medical insurance or treatment, and rely solely on county, state and federal resources. MMF promotes wellness and provides a safety net for musicians to live sustainable careers and collectively enhance the greater Kansas City arts community. Additional funding would allow MMF to expand its reach to a wider, more diverse population of musicians across Jackson County. With an increasing population of older working musicians, health care is a growing concern and MMF's services will be in greater demand as these musicians age. Recently, MMF was able to assist local jazz legend Everette DeVan, who suffered a series of medical conditions that left him unable to work. That process raised awareness within Kansas City's jazz community, which seemed to be largely unaware of the resources available to them. A healthier and more thriving community of musical entertainers " from those who are performing in front of hundreds at a major festival or dozens at a Midtown venue " will in turn boost a more vibrant economy.

Describe target population to be served: Greater Kansas City-area musicians and their families and music workers, which include sound engineers, technicians, venue employees, booking agents and management. Because of the universal quality of music, MMF has the potential to reach a broad range of ages, races, religions and sexual orientations.

What are the qualifications for participants: Must have suffered a medical emergency. Must reside in Kansas City or surrounding areas. Must provide three references, who will be contacted. Must currently be employed or have been employed in the last 12 months as a musician.

Check if your services are available to anyone:

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 500

Number of participants from Other Areas: 100

Total Number of participants: 600

Outcomes

Outcome 1: Increase educational services and preventive care clinics.

How will outcome 1 be measured: Track the number of people served by educational services and preventive care events.

Outcome 2: Increase the number of musicians getting insurance through the ACA or private insurers.

How will outcome 2 be measured: Track the number of musicians with insurance.

Outcome 3: Increase the number of musicians helped through emergency grants.

How will outcome 3 be measured: Track the number of grants given.

Outcome 4:

How will outcome 4 be measured:

Outcome 5:

How will outcome 5 be measured:

Please classify your program from the following types of services:

Health/Wellness: Yes

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

**2017 Jackson County Outside Agency Funding Proposal
 Budget as Awarded
 Midwest Music Foundation
 Abby's Fund for Musicians' Health Care**

Total 2017 Program Budget: \$20000

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 Abby's Fund for Musicians' Health Care
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Salaries

Position/Title	Description	Amount of Salary Requested	Total Salary
Total Salaries & Fringe Benefits		\$0	

Contractual Services & Supplies

Description	Amount
Client Assistance: Emergency Health Care Grants	\$15,000
Preventative Clinic and Wellness Events	\$4,000
Health Care Education Materials & Clinic Supplies	\$1,000
Total Contractual Services & Supplies	\$20,000

Program sustainable without Jackson County Funding	Yes
Total Cost to Run Program WITHOUT Jackson County Funding	\$60,000
Cost/Participant	\$60
JACO Funding/Total Program Cost	%

**2017 Jackson County Outside Agency Funding Proposal
Midwest Music Foundation
Abby's Fund for Musicians' Health Care**

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Reviewed the Non-Allowable Expenses: Yes

Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved: Yes

Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies: Yes

Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate: Yes

Missouri Secretary of State Certificate of Good Standing: Yes

Missouri Secretary of State Annual Registration Report: Yes

Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement): Yes

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 **Midwest Music Foundation**, 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, **Midwest Music Foundation**, 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.)

Rhonda Lyne
Authorized Representative's Signature
Executive Director
Title

Rhonda Lyne
Printed Name
5/16/17
Date

Subscribed and sworn before me this 16th day of May, 2017. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on August 1, 2020.

Kalin Dennis
Signature of Notary

5/16/17
Date