COOPERATIVE AGREEMENT

(Whatsoever Community Center)

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, MID-AMERICA REGIONAL COUNCIL, 600 BROADWAY, SUITE 200, KANSAS CITY, MO 64105, hereinafter referred to as "MARC".

WHEREAS, the County deems it to be in the best interest of its citizenry to support services to low-income families as provided by MARC and other agencies, under subcontracts with MARC; and,

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

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

1. <u>Services</u>. MARC shall provide the Healthy Children and Families Program to at-risk youth and young adults in Jackson County, and is expressly authorized to enter into a subcontract with the Whatsoever Community Center to provide these services, as are more fully set out in the document attached hereto, as Exhibit A, upon such terms and conditions as MARC shall deem appropriate, provided that said subcontractor shall provide that the County's funds shall be used by the Whatsoever Community Center solely to provide services to low-income families of Jackson County. The budget MARC submitted as part of Exhibit A is considered final and non-changeable. If MARC encounters unforeseen circumstances that require a

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change to MARC's budget, MARC shall submit a written request to the Jackson County Legislative Auditor's no later than October 30, 2015. Any changes to the budget must be approved by the Jackson County Legislature.

- 2. <u>Terms Of Payment</u>. Upon the execution of this Agreement, the County shall pay to MARC the lump sum of \$20,000.00 for low-income families. 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 MARC 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. Annual Report. MARC shall submit an annual report, including a statement of budgeted and actual expenditures and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2015. Failure to submit said annual report shall disqualify MARC from future funding by the County.

MARC must notify the County in writing on MARC'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

Submission Of Documents No payment shall be made under this Agreement unless MARC 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) MARC's IRS Form 990 from the previous fiscal or calendar year: (3) a statement of MARC'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, MARC must submit either an audited financial statement for MARC's mostrecent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. 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 MARC is out of compliance on any other County contract, or has not paid county taxes on all properties owned by MARC and assessed by the County.

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

A. MARC and MARC's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. MARC 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. MARC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- B. MARC and MARC'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, MARC 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, MARC 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 MARC pertaining to its finances and operations. Further, MARC 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. <u>Default</u>. If MARC shall default in the performance or observation of any covenant, term or condition herein contained to be performed by MARC, the County shall give MARC ten days written notice, setting forth the default. If said default shall continue and not be corrected by MARC 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 MARC. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.
- 9. Appropriation Of Funds. MARC and the County recognize that the County intends to satisfy its financial obligation to MARC 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 MARC 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. <u>Conflict Of Interest</u>. MARC 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. <u>Severability</u>. 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. <u>Indemnification</u>. MARC 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 MARC during the performance of this Agreement.
- 13. <u>Insurance</u>. MARC shall maintain the following insurance coverage during the term of this Agreement.
- A. MARC 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. MARC 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. MARC 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, 2015, and shall continue until December 31, 2015, 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 MARC as verified by the County's audit.
- 15. <u>Termination</u>. 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 MARC 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 MARC to the County within ten (10) days of the termination of this Agreement.

- 16. <u>Standard Of Care</u>. MARC 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. <u>Financial Contact.</u> MARC 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 Mid-America Regional Council
Dorothy Pope, Director of Financial Affairs
600 Broadway, Suite 200
Kansas City, MO 64105
(816) 474-4240

- 18. <u>Compliance</u>. 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. MARC 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. MARC agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and MARC's failure to do so

constitutes a breach of this Agreement. In such event, MARC consents and agrees as follows:

- A. The County may, without prior notice to MARC, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from MARC all payments made by the County to MARC for which MARC 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. <u>Transfer And Assignment</u>. MARC shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.
- 21. <u>Organization Identity</u>. If MARC is merged or purchased by another entity, the County reserves the right to terminate this Agreement. MARC shall immediately notify the county in the event it is merged or purchases by any other entity.
- 22. **Confidentiality**. MARC'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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and MARC have executed this Agreement this _5** day of _______ 2015.

APPROVED AS TO FORM:

W. Stephen Nixon County Counselor

ATTEST:

Mary Jo Spino Clerk of the Legislature JACKSON COUNTY, MISSOURI

Michael D. Sanders
County Executive

MID-AMERICA REGIONAL COUNCIL

Executive Director

Federal Tax 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 \$20,000.00, which is hereby authorized.

Jan 4 2015

Director of Finance and Purchasing

Account No. 002-7902-56789

79022015005



OUTSIDE AGENCY FUNDING REQUEST FORM 2015 BUDGET

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

Section A:	Organization or Agency Information	page	1
Section B:	Agency's 2014 and 2015 Revenue Information	page	2
Section C:	Jackson County Program Budget Request	page	3
Section D:	Program Information	pages	3 4 - 8

	Section A: Orga	anization or Agency Information		
Name:	Whatsoever Community	Center		
Address:	1201 Ewing, Kansas City	y, Missouri Zip Code: 64126		
Phone No:	816-231-0227	Fax: 816-231-0092		
Website Addr	ess: whatsoevercenter.org			
Federal Tax I	D No: 44-0545274	Fiscal Year Cycle: 01/01 thru 12/31		
Executive Director/President: Charlie Gascich				
Phone No:	816-231-0227 Ext 105	Email: cwhatsoever@yahoo.com		
Name/Title of Principal Contact Person: Charlie Gascich/Executive Director				
Phone No:	816-231-0227 Ext 105	Email: cwhatsoever@yahoo.com		



Section B Agency's 2014 and 2015 Revenue Information							
	Agency's 2015 Projected Revenue Information						
Funding Entity	Projected % of Funding Entity Source You Will Request 2015 Funding From Amount Total Revenue						
Federal	Federal Youth Food Program	\$	9,600	2			
State	Childcare reimbursement/Childcare Grant	\$	18,500	5			
Jackson County	Outside Agency Grant/COMBAT	\$	80,000	20			
Other Counties		\$	-	0			
City		\$	-	0			
Charity/Donations	UnitedWay/Foundations/Private Donations	\$	200,000	51			
Fundraisers	Two major annual fundraisers	\$	55,000	14			
Other	Early Childhood Fees	\$	31,000	8			
	2015 Total Projected Revenue	\$	394,100				

Agency's 2014 Revenue Information								
		-						% of
Funding Entity	Source You Re	ceived 2014	Funding	From	_	Amo	ount	Total Revenue
Federal	Federal Food Program				\$		10,000	3
State	Childcare reimbursemen	nt/Childcare G	Grant		\$		18,000	5
Jackson County	Outside Agency Grant/C	COMBAT			\$		78,000	20
Other Counties					\$			0
City					\$		•	0
Charity/Donations	UnitedWay/Foundations	s/Private Dona	ations		\$		205,000	51
Fundraisers	Two major annual fundr	aisers			\$		55,000	14
Other (please list)	Childcare Fees				\$		26,400	7
		7	2014	otal Revenue	\$		392,400	
Pleas	e Identify the Jackson C	ounty source	e(s) yမျှ	r agency rece	ived	funding	from In 201	14
Jackson County Funding Source ☐ Ye⊡ No Amount Program Name			ram Name					
COMBAT		7.1	V		\$	58,000	Youth Deve	elopment
Mental Health Levy		V			\$	=		
Board of Services for I	Developmentally Disabled	i			\$	-		
Domestic Violence Bo	ard				\$	-		
Housing Resources Co	ommission		Ū		\$	-		*1
Outside Agency Program			V		\$	20,000	Healthy Ch	ildren/Family
	20	14 Total Jac	kson 🗸	unty Funding	\$	78,000		
	Did your agency receive						owing?	
If so, in what way did you participate? If not, why?								
Mid America Regional Council					\$	2	N/A	
MAAC Link					\$	2	N/A	
Harvesters					\$	•	N/A	

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Section C 2015 Jackson County Program Budget

complete a separate program budget for each program your agency is applying for funding

Agency Name:	WHATSOEVER COMMUNITY CENTER				
Program Name:	HEALTHY CHILDREN AND FAMILIES				
Program Request #	of				

			_		
Personal Services					
Position / Title	attach job description or duties for NEW salary requests on % of Salary to be funded by Position / Title Annual Salary Jackson Co.				
7 Early Childhood Staff	146,000	7%	\$	10,220	
6 Youth Development Staff	129,000	7%	\$	9,030	
			\$	-	
).		\$	Ę.	
			\$	*	
			\$		
		Total Salaries	\$	19,250	
		Fringe Benefits	\$		
	Total Pers	onal Services	\$	19,250	
Cor	tractual Service	es			
N/A				~	
			\$		
			\$	5.0 	
			\$	-	
			\$	я.	
			\$	=======================================	
Total Contractual Services \$			-		
	Supplies				
Food, paper goods, cleaning supplies and	d other supplies to m	naintain prog	\$	750	
, 200, paper goods, ordining supplies and other supplies to maintain prog.			\$	ä	
			\$	*	
			\$	=	
			\$		
			\$	-	
	Т	otal Supplies	\$	750	
		4.4			

Total Jackson County Program Budget Request \$

20,000

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

Agency Name:	WHATSOEVER COMMUNITY CENTER		
Program Name:	HEALTHY CHILDREN/FAMILIES		
Program Request#	of	*	

Proposed Program Cost

What is the total cost to run your program regardless of the Jackson County funding you are requesting?

Total Program Cost

\$

135,000

Proposed Program

Detail functions to be performed - limit your response to the space provided

The Early Childhood Program will provide two nutritious meals and one snack daily for children from 2 to 6 years old, year round. A cook prepares the meals and snacks and delivers them to the classrooms where the teachers serve the food to the children. A dental hygentist visits at least once a quarter to teach the children the importance of dental care. . The program is changing from nationally accredited through N.A.E.Y.C. (National Association of Young Children) to the State of Missouri Early Childhood accreditation. This change will allow for better communication with the accreditating body and all around better program results. The Creative Curriculum model is used to provide the program a basis for the health, social development and educational growth of our children. Curriculum topics include health, food pyramid, literacy, math and science learning. Socialization is also stressed for our young children. Community youth and young adults are provided a healthy snack during the school year and a nutritious meal and snack during the summer. Positive youth development programming is held 5 days a week year round. Activities include scholastic growth, drug and alcohol abuse and violence prevention activities, G.E.D., English Language Learning, amateur boxing, nutrition and cooking classes, anger management, computer classes, video production and asset building. During 2015 Whatsoever wil lcontinue to enhance our nutriton programming with an expansion of our nutrition program and community garden which integrates physical activities along with best nutrition practices. Programming is held from 10:00AM until 7:30PM during the school year. During the summer activities are held from 8:00AM until 7:00PM. In 2014 our Summer Program was able to expand upon a specific program for our youth ages 7 and 9 started in 2013. This is an age bracket that is too old for preschool and in most cases too young for the older youth programs. It has been very successful and we will continue this program as funds are secured. There are weekend activities held at various times during the year. Our goal is to provide a large variety of activities to keep our community youth and their families engaged in positive growth programming. Al lof our programs are coordinated to assist the whole families in our community. There are parents/guardians attending G.E.D. or E.S.L. classes will their children attend preschool or after school programs. We strive to help our community members overcome some of the barriers they encounter as they procede to better their family's life.

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JACKSON COUNTY AUDITORS OFFICE KANSAS CIPPARISOURI

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

Agency Name:	WHATSOEVER COMMUNITY CENTER
Program Name:	HEALTHY CHILDREN/FAMILIES
Program Request #	of

	Participants
Ide	entify the number of participants that each program serves
# served	
with this program	Preschool 25 to 35. Youth Development 60 to 80,
Of the # served with th	nis program, how many are from:
Jackson County	Preschool 95%. Youth Development 98%.
Other Counties	Platte/Clay counties 5%.
	Target Population
Describe t	arget population and demographics to be served by each program
At-risk youth and young	adults and their families ages 6 to 18 years old in Jackson county, Missouri.
Children ages 2 to 6 year	rs old in Jackson county, Missouri.

Estimate of your cost per participant: \$1,800

What criteria do you ha for the participants you serve? Be respectful of others, yourself and staff.

Do you keep a list of paicipants for each program? Yes all programs have in-take and sign in sheets.

Would you provide these services to anyone at your door? Yes, unless a security issue is involved.

Is anyone denied services? No, unless they pose a security risk.

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

Seniors Program

Indigent Program (Below Poverty Level): 97%

Indigent Senior Program:

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JACKSON COUNTY AUDITORS OFFICE KANSAS CITY MISSOURI

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

Agency Name.	WHATSOEVER COMMUNITY CENTER
Program Name:	HEALTHY CHILDREN/FAMILIES
Program Request #	of
	Service Delivery Area
Identify	your specific geographic service delivery area for each program
For youth and young adu Missouri. Jackson County, Missour	ults there are no boundaries but over 97% of participants are from Jackson County, For preschool there are no boundaries but over 95% of participants are from ri.
	Fund Separation
	hat measures your agency will take to ensure that funds received n County will be utilized for the benefit of Jackson County residents
All youth and young adult address. residency information incl	s complete an in-take form with contact information tthat includes their home For preschool participants complete an enrollment packet that contains luding county affiliation.

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JACKSON COUNTY AUDITORS OFFICE KANSAS CIPPONTS BOURI

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

Agency Name:	WHATSOEVER COMMUNITY CENTER
Program Name:	HEALTHY CHILDREN/FAMILIES
Program Request #	of
	Approach & Method
	List the top three (3) objectives for each program
	idults: Provide a nutritious daily snack or meal for 50 to 75 youth. d a foundation for learning through age appropriate learning activities and build a ing and exercise habits.
	dults: Provide a safe and healthy environment to learn and grow. pare children for entry to kindergarten.
3. For preschool: Provi	dults: Decrease the number of youth participating in illegal activities de a safe and healthy environment to learn and grow and provide parents/guardians go while they seek to improve their life
Deta	il specific methods you will use to achieve these objectives
For youth and young adul reports are completed and For preschool: State of N program and rate its prog	ts: Daily sign-in sheets are used to track attendance. Monthly, quarterly and annual diaudited by donors and foundations to this program. Iissouri Accreditation and Missouri Department of Social Services evaluate the ress. Children's progress is measured by academic and developmental growth the Curriculum Early Childhood Learning Program.

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JACKSON COUNTY AUDITORS OFFICE KANSAS CITYSHUBAOURI

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

Agency Name:	WHATSOEVER COMMUNITY CENTER
Program Name:	HEALTHY CHILDREN/FAMILIES
Program Request #	of

Evaluation

How can the success of each program be evaluated? Indicate performance measures or statistics you will use to demonstrate the success of each program

For youth 75% of youth participating will show levels of positive development increases through pre and post tes/surveyt. 65% of individuals participating in the program for at least 6 months will obtain their G.E.D. Individuals participating in the E.L.L. program will progress at levels that include at least a 4 level growth in a three month period. 80% of youth involved in nutrition program will participate in 75% of the year long activities.

preschool: Missouri Accreditation and Child and Adult Food Program (CACFP) evaluate the program and rate its progress. Children's progress is measured by academic and developmental growth charting. Health is evaluated by the number of qualified healthy snacks and meals consumed.

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)

For all of our programs: Through web-site, social media, mass e-mail program, flyers, mailings and newsletters, and at all fundraising events. Whatsoever is grateful to acknowledge the positive impact our funders have for our community members. In 2014 an example of our gratitude to Jackson County's generous support was our fourth annual fundraiser held in July of 2014. The fundraiser was an "American Royal" type of BBQ contest. The contest was held at the Blue Springs Campground at Fleming Park. Whatsoever rented the entire campground for three days from the Jackson County Parks and Recreation Department, which helped their funding. As in the previous three years many of the over700 participants and attendees had never heard of the Blue Springs Campground and the activities Jackson County Parks and Recreation offered. The new participants and attendees were overwhelmed by the campground facilities and passed the word to us that they would certainly be back to use the facility. Whatsoever passed out literature about the Jackson County Parks and Recreation and the campground. In 2014 we also discussed the importance of COMBAT(Jackson County Anti-Drug Tax) with individuals at the event. The staff and Board of Directors feel it is a priority to have strong partnerships such as Whatsoever's and Jackson County's to better the lives of the individuals we both serve.

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JACKSON COUNTY AUDITORS OFFICE KANSAS CITY WISSOURI

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, 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.)

Title Subscribed and sworn before me this _____ day of ______ commissioned as a notary public within the County of Treeson . State of MISSOURZI and my commission expires on 1.25.2017 3-17.2015 bignature of Notary Dat NANCY WEITZEL BURRY Notary Public, Notary Seal State of Missouri Jackson County

Commission # 13414121 My Commission Expires July 28, 2017