### **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, KANSAS CITY SPORTS COMMISSION AND FOUNDATION, 114 W. 11TH STREET, SUITE 300, KANSAS CITY, MO 64105, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for its Youth Clinic Series; and,

WHEREAS, the Youth Clinic Series will target participants from urban Jackson County and will include the participation of the Boys & Girls Clubs, the YMCA, Operation Breakthrough, and Big Brothers and Big Sisters; and,

WHEREAS, the sponsorship of the Youth Clinic Series is in the best interests of the health, welfare, and safety of the citizens of Jackson County;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant and agree as follows:

1. **Scope of Services**. Organization shall use said \$3,500.00 as funding for the Youth Clinic Series, as more fully described in the proposal attached hereto as Exhibit A. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 30, 2015. Any changes to

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COUNTY CLERK

the budget must be approved by the Jackson County Legislature.

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- Terms Of Payment. A lump sum payment of \$3,500.00 will be made in a timely manner 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.
- ach 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

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- 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 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 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 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. <u>Employment Of Unauthorized Aliens Prohibited</u>. 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. 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. <u>Default</u>. 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. <u>Conflict Of Interest</u>. 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. <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>. 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. <u>Insurance</u>. 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, 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 Organization 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 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. <u>Standard Of Care</u>. 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. 12<sup>th</sup> Street, Suite 100 Kansas City, MO 64106 Kansas City Sports Commission and Foundation

Mike Sharpe 114 W. 11th Street Suite 300 Kansas City, MO 64105 (816) 389-4187

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. 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. <u>Transfer And Assignment</u>. Organization 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 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. <u>Confidentiality</u>. 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 4th day of 3une

APPROVED AS TO FORM:

W. Stephen Nkon County Counselor

ATTEST:

Mary Jo Sping Clerk of the Lègislature JACKSON COUNTY, MISSOURI

Michael D. Sanders County Executive

GREATER KC SPORTS COMMISSION & FOUNDATION

Title DIRECTUR BUSINESS & ARRT DEVO

Federal Tax I.D. 43-1521059

### **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 \$3,500.00, which is hereby authorized.

June 1, 2015

Director of Finance and Purchasing

Account No. 003-7758-56789

PC 77582015001



Phone No:

816-389-4187

# 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	4 - 8

### Section A: Organization or Agency Information Name: Kansas City Sports Commission and Foundation Address: 114 W 11th Street, Suite 300, Kansas City, MO Zip Code: 64105 Phone No: 816-389-4191 Fax: 816-474-7979 Website Address: www.sportkc.org Federal Tax ID No: 43-1521059 Fiscal Year Cycle: 2015 Executive Director/President: Kathy Nelson Phone No: 816-389-4190 Email: knelson@sportkc.org Name/Title of Principal Contact Person: Mike Sharpe

Email: msharpe@sportkc.org

Section B Agency's 2014 and 2015 Revenue Information						
	Agency's 2015 Projected Revenue Information					
Funding Entity	Source You Will Request 2015 Funding From		Projected Amount	% of Total Revenue		
Federal		\$	-	0		
State		\$	-	0		
Jackson County	1	\$	3,500	0		
Other Counties		\$	14	0		
City		\$	70,000	3		
Charity/Donations	Individual and Corporate Memberships	\$	70,000	3		
Fundraisers	KC Marathon & other running events, Award dinners, Big 12 Events, Camps' & Clinics, Sponsorships	\$	2,225,000	94		
Other	NOTE: The total revenue projected is GROSS After expenses, we anticipate our NET revenue to be \$15000	\$	6	0		
	2015 Total Projected Revenue	\$	2,368,500			

	Agency's 201	14 R	evenue	Infor	ma	tion		
	rigono, o zo							% of
Funding Entity	Source You Received 2	014	Funding <b>f</b>	rom		Amou	nt	Total Revenue
Federal					\$		=	0
State					\$		2	0
Jackson County					\$		3,500	0
Other Counties					\$		=	0
City					\$		70,000	3
Charity/Donations	Individual and Corpora	ate Me	emberships	1	\$		66,000	3
Fundraisers	KC Marathon & other running events, Awa & Clinics, Sponsorships	ard dinn	ers, Big 12 Eve	ents, Camps	\$	2,	246,500	94
Other (please list)	<b>NOTE</b> : The total revenue projected is GR anticipate our NET revenue to be \$15000	OSS /	After expenses	, we	\$			0
		201	4 Total R	evenue	\$	2,	386,000	
Please ider	tify the Jackson County s	ource	e(s) your	agency r	ecei	ved fun	ding fron	n in 2014
Jackson County Fu	nding Source		Ye☑	No	Ar	nount	Pro	gram Name
COMBAT					\$	e e		
Mental Health Levy		-/			\$	=		
Board of Services fo	Developmentally Disabled				\$	3		
Domestic Violence B	oard				\$	=		
Housing Resources	Commission		4		\$	=		
Outside Agency Prog	gram		1		\$	3,500	Youth Cli	nic Series
	2014 Total Jack	(son	County F	unding	\$	3,500		
Did your agency receive funding or resources in 2014 from either of the following?  If so, in what way did you participate? If not, why?								
Mid America Region	al Council				\$	š		
MAAC Link					\$	98		
Harvesters					\$	ě		

# Section C 2015 Jackson County Program Budget Request

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

Agency Name:	Kansas City Sports Commission and Foundation					
Program Name:	Kansas City Sports Commission Youth Clinic Series					
Program Request #	1	of	1			

	Personal Service	es		
attach jol	description or duties for NEW		ly	
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co		Amount of Salary to be funded by Jackson Co.
			\$	121
		×	\$	32
			\$	OME:
			\$	Call
			\$	:=:
			\$	
		Total Salaries	\$	3 <del>±</del> 3
		Fringe Benefits	\$	<u> </u>
	Total Pers	sonal Services	\$	-
	Contractual Servi	ces		
Clinicians			\$	2,000
Facility Rental			\$	1,500
			\$	14
			\$	100
			\$	2
			\$	90
	Total Contra	ctual Services	\$	3,500
	Supplies			
		9 <b>t</b> .		
			\$	ritio
			\$	*
			\$	V27
			\$	-
			\$	
= =====	•	Total Supplies	\$	-
		· · · · · · · · · · · · · · · · · · ·		

Total Jackson County Program Budget Request \$

3,500

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

**Agency Name:** 

Kansas City Sports Commission and Foundation

**Program Name:** 

**Kansas City Sports Commission Youth Clinic Series** 

Program Request # 1 of 1

### **Proposed Program Cost**

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

Total Program Cost

\$

14,200

### **Proposed Program**

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

Launched in 2014, the Kansas City Sports Commission has started a FREE Youth Clinic Series teaching children 6-12 years old the basics of sports. For a half day, children are exposed to the basic fundamentals of the sport being taught. In addition to the skill instruction they receive, they also are given an educational lesson about a relevant topic (i.e. sportsmanship, nutrition, concussion awareness, etc.) Sport instruction is provided by local coaches and authorities in the sport who are considered experts in their field. In 2014, we offered three (3) of these FREE youth clinics in the sports of Golf, Baseball, and Soccer (11/8). For Golf and Baseball there were a total of 363 registered participants, and while Soccer has not yet occurred, we anticipate approximately 200 registrants. In addition to the instruction received, each of the clinic attendees received a clinic t-shirt as well as a "goodie bag" which have included stickers, washable tatoos, coupons, wrist bands, etc. In 2015, plans include offering five (5) Youth Clinic opportunities in the sports of: Baseball & Softball, Lacrosse, Tennis, Golf, and Soccer.

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

**Agency Name:** 

**Kansas City Sports Commission and Foundation** 

**Program Name:** 

**Kansas City Sports Commission Youth Clinic Series** 

### Program Request # 1 of 1

Participants					
Identify the number of participants that each program serves					
# served					
with this program	In 2015, we anticipate approximately 1,000 kids.				
Of the # served with this program, how many are from:					
Jackson County	In 2015, we anticipate approximately 750 kids				
Cachesin Sound	THE TO THE STREET SEPTEMBLES OF THE STREET				
Other Counties	Approximately 250 kids				
# served with this program I  If the # served with this  Jackson County	In 2015, we anticipate approximately 1,000 kids. s program, how many are from: In 2015, we anticipate approximately 750 kids.				

#### **Target Population**

Describe target population and demographics to be served by each program

The target population of these FREE clinics are boys and girls from Jackson County between the ages of 6-12 years old.

Estimate of your cost per participant: \$8.50 per participant

What criteria do you have for the participants you serve? No criteria (age is only restriction).

Do you keep a list of participants for each program? Yes

Would you provide these services to anyone at your door? Yes

Is anyone denied services? No

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

Seniors Program:

Indigent Program (Below Poverty Level):

Indigent Senior Program:

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

**Agency Name:** 

**Kansas City Sports Commission and Foundation** 

Program Name:

Kansas City Sports Commission Youth Clinic Series

Program Request # 1 of 1

Trogram Roquest // Total
Service Delivery Area
Identify your specific geographic service delivery area for each program
Kansas City, Blue Springs, Independence, Grandview, Raytown, Oak Grove, Grain Valley, Lee's Summit, Sugar Creek
Fund Separation
Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents
Participants in the urban core of Jackson County will be targeted through organizations and education programs servicing those areas such as Boys and Girls Club of Greater Kansas City, Police Athletic League, Operation Breakthrough, Big Brothers Big Sisters, etc. Additional marketing and out reach to the suburban and rural areas will include communication with area park and recreation departments, community centers, and school districts.

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

**Agency Name:** 

**Kansas City Sports Commission and Foundation** 

Program Name:

**Kansas City Sports Commission Youth Clinic Series** 

Program Request # 1 of 1

Approach & Method
List the top three (3) objectives for each program
1. A minimum of 1000 participants registered for all the clinics.
2. Attempt to host 75% of participants from Jackson County.
3. Provide participants with a quality and positive environment including securing appropriate instructors who
will be able to teach the fundamentals of the sport.
Detail specific methods you will use to achieve these objectives
All participants are required to complete an online registration or a paper registration form. The information collected will include their mailing address and other demographic information. The Kansas City Sports Commission will provide positive and qualified clinicians for each clinic in order to create a successful clinic environment.

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

**Agency Name:** 

**Kansas City Sports Commission and Foundation** 

**Program Name:** 

Kansas City Sports Commission Youth Clinic Series

Program Request # 1 of 1

#### **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

The success of the clinics will be evaluated by the number of participants in each of the five clinics, their geographic location and their return rate. Additionally, we will conduct an on-line post clinic survey to gauge the satisfaction of the participants and parents.

#### **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)

Jackson County wll be listed as a supporter on the KCSC website, the clinic event website, on the individual participant t-shirts as well as on all promotional materials (including printed flyers, social media and email blasts).

### **WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by swom 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 **Greater Kansas City Sports Commission & 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, **Greater Kansas City Sports Commission & 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.)

MIRSIN	MICHAGL R SHARPLE
Authorized Representative's Signature  DIRECTUR BUSINESS & PARTINER DEVELORMONT	Printed Name MAY 29 7015
Title	Date
Subscribed and sworn before me this 29 day of commissioned as a notary public within the Coun	

and my commission expires on \_\_\_

Sadra Lynne Revoles

Mary 29, 2015



SANDRA LYNNE PEOPLES
My Commission Expires
June 30, 2016
Jackson County
Commission #12589940