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, NORTHEAST KANSAS CITY CHAMBER OF COMMERCE, 6400 INDEPENDENCE AVE., KANSAS CITY, MO 64125, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for the Healthy Community/Health Business program; 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. <u>Services</u>. Organization shall provide services through its Healthy Community/Healthy Business program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. 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 the budget must be approved by the Jackson County Legislature.

FILED

OCT -1 2015

MARY JO SPINO COUNTY CLERK

- 2. Terms Of Payment. The County agrees to pay Organization the total amount of \$5,000.00 in quarterly installments of \$1,250.00, with the payment for the first and second quarters 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 reports for the first and second quarters 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
- 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. <u>Equal Opportunity</u>. 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. 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. **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. <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. <u>Term</u>. 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. **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 Northeast Kansas City Chamber of Commerce

Jim Rice, Consultant 6400 Independence Ave. Kansas City, MO 64125 (816) 808-4710

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. <u>Remedies For Breach</u>. 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. 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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 1^{S+} day of October 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon County Courselor Michael D. Sanders County Executive

ATTEST:

Mary Jo Spino

Clerk of the Legislature

denker 30,2005

NORTHEAST KANSAS CITY CHAMBER OF COMMERCE

Title

Federal Tax I.D. 43-1686139

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 \$5,000.00, which is hereby authorized.

Director of Finance and Purchasing

Account No. 002-7766-56789



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 Aç	gency Information				
Name:	Northeast Kansas City Chamber of Commerc	ce				
Address	6400 Independence Avenue Kansas City, MO	Zip Code: 64125				
Phone No:	816-231-3312	Fax: 816-231-2101				
Website Add	ress: NEKCchamber.com					
Federal Tax	D No: 43-1686139 Fiscal Yea	ar Cycle: January 1 through December 31				
Executive Dir	Executive Director/President: Bobbi Baker-Hughes					
Phone No:	816-215-6813 Email: indieavecid@	@gmail.com				
Name/Title of Principal Contact Person: Jim Rice, Consultant						
Phone No:	816-808-4710 Email: jim_rice@ca	arter-rice.com				

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Section B Agency's 2014 and 2015 Revenue Information				
	Agency's 2015 Projected Revenue	Info		
Funding Entity	Source You Will Request 2015 Funding From		Projected Amount	% of Total Revenue
Federal	N/A	\$	-	0
State	Independence Avenue CID	\$	127,000	45
Jackson County	COMBAT, Outside Agency	\$	19,000	7
Other Counties		\$	*	0
City	NTDF/Neighborhood & Community Serv	\$	46,000	16
Charity/Donations	Individuals	\$	100	0
Fundraisers	Taste & Tour, Beads/Beans, Chamber lunches	\$	14,000	5
Other	Member Dues, LISC	\$	75,000	27
	2015 Total Projected Revenue	\$	281,100	

	Agency's 2014	Payanu	a Infor	ma	tion		
	Agency S 2014	Reveilu	e mioi	IIIa	tion		% of
Funding Entity	Source You Received 201	4 Funding	From		Amou	nt	Total Revenu
Federal				\$		2	0
State	Independence Avenue CID			\$		125,593	49
Jackson County				\$		5	0
Other Counties				\$		#	0
City	NTDF/ Neighborhood & Comm	unity Serv		\$		46,000	18
Charity/Donations	Individuals			\$		100	0
Fundraisers	Taste & Tour, Beads/Beans, C	hamber lund	hes	\$		13,650	5
Other (please list)	Member Dues, LISC, CCF			\$		70,217	27
		2014 Total F	Revenue	\$		255,560	
Please id	entify the Jackson County sou	rce(s) your	agency	rece	ived fund	ling from	in 2014
Jackson County F	unding Source	Yes	No	A	mount	Pro	gram Name
COMBAT			7	\$	-		
Mental Health Levy			7	\$	1		-
Board of Services for	or Developmentally Disabled		J	\$	-	4	1
Domestic Violence	Board		4	\$	×	FFB 0 5	2015
Housing Resources	Commission		1	\$	¥	I LD V U	2.0.0
Outside Agency Pro	gram	7		\$	0,000	Alexie and Unite	7, =
	2014 Total Jacks	on County	Funding	\$	10,000	<u> </u>	n Uh
Did your agency receive funding or resources in 2014 from either of the following?							
	If so, in what way did	d you partici			why?		
Mid America Region	nal Council			\$	-		
MAAC Link			$\overline{\square}$	\$	-		
Harvesters			7	\$	-		

Section C 2015 Jackson County Program Budget Request

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

Agency Name:	Northeast	t Kansas City Cham	ber of Commerce	
Program Name:	Healthy B	susinesses = Health	y Community	
Drogram Boguest #	1	of	1	

	Personal Service		ly	
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Δ	mount of Salary to be funded by Jackson Co.
CEO	85,000	2%	\$	1,700
Events Coordinator	20,000	5%	\$	1,000
			\$	
			\$	· ·
			\$	(W)
			\$	-
	-	Total Salaries	\$	2,700
		Fringe Benefits	\$	
	Total Pers	onal Services	\$	2,700
C	ontractual Servic	ces		
Consultant			\$	1,000
			\$	198
			\$	22
			\$	-
		,	\$	-
			\$	240
	Total Contrac	ctual Services	\$	1,000
	Supplies			
Postage			\$	150
500	1	- g	\$	500
Office Supplies	I		\$	500
Miscellaneous	Ī	FEB 0 5 2015	\$	150
		JACHGERIC	\$	-
	KA	AUDITO PIG Kasi	\$,-	
	Miles de	Total Supplies	\$	1,300
Total Jackson Cou	nty Program Bud	dget Request	\$	5,000

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

Agency Name:

Northeast Kansas City Chamber of Commerce

Program Name:

Healthy Community = Healthy Business

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

\$

25,000

Proposed Program

Small, owner-operated ethnic restaurants and markets now punctuate the Historic Northeast streetscape. They reflect the burgeoning global economy right here in Kansas City. National origins represented include Africa, Asia, South and Central America, Mexico, Poland, and the Caribbean Islands. The menus consist of fresh fruits, vegetables, fish and meats high in nurtritional value as well as taste. The owners' stories of sometimes difficult migration to the United States, often from war-torn regions, also promote a healthier attitude among patrons about the rich diversity of Kansas City's Historic Northeast area. Meals are served along with generous portions of native cultures and traditions. To increase patronage of the ethnic restaurants and markets and the resulting improvement in healthier diet choices, the Northeast Kansas City Chamber of Commerce proposes to sponsor a series of group tours to the ethnic restaurants and markets. Target groups will be Historic Northeast area seniors (in partnership with the Don Bosco Senior Center) and persons active in the six organized neighborhoods in the Historic Northeast. Seniors active in Don Bosco's various activities and neighborhood activists are "multiplier" persons who will spread word of the program to others within their respective social circles. The tour experience will include presentations on the menus and the cultures they reflect. With professional assistance from Kansas City University of Medicine and Bioscience dietitians, emphasis will be placed onthe added health value of delicious--but unfamiliar-vegetables, fruits, fish and meats. The program seeks to acomplish several objectives, with the primary goal to encourage healthy food choices even from the often exotic foods available at the ethnic restaurants and markets. (These objectives will be detailed in the "Approach & Method" portion of this section.)

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

Agency Name:

Northeast Kansas City Chamber of Commerce

Program Name:

Healthy Community = Healthy Business

Program Request # 1 of 1

lo	lentify the number of participants that each program serves	
# served		
with this program	1,200	
Of the # served with the	nis program, how many are from:	
Jackson County		1,100
Other Counties		100

Target Population

Describe target population and demographics to be served by each program

Target population is the Historic Northeast area, bounded by the Paseo on the west, I-435 on the east, Cliff Drive/Missouri River on the north, and Truman Road on the south. According to the 2010 U.S. Census, Historic Northeast has a population of approximately 34,000 residents. Race: White - 14,027; African American - 7,723; Native American - 309; Asian - 1,959; Hispanic (all races) - 13,993. Gender: Male - 50%, Female - 50%. Age: 0-4 years - 10.7%, 5-19 years - 24.1%, 20-34 years - 22.8%, 35-64 years - 7.3%. Income: Of the 11,277 households in the Historic Northeast in 2010, 9,355, or 83% had annual household income of less than \$50,000; 1,572 households had income between \$50,000 and \$100,000 and only 349 households had income of \$100,000 or more. From 1980 to 2010, median household income in the Historic Northeast declined steadily, from \$31,060 to \$23,217. In 2010, 3,207, or 28.4% of Historic Northeast households relied on Social Seccurity and/or public assistance to supplement household income. This trend toward poverty was consistent among all racial groups, with the number of persons below poverty level rising from 7,296 in 1980 to 13,241 in 2010.

Estimate of your cost per participant: \$21.00

What criteria do you have for the participants you serve? All are welcome, with preference to the two target groups.

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: 7.3%

Indigent Program (Below Poverty Level): 37.4

Indigent Senior Program: 4%

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

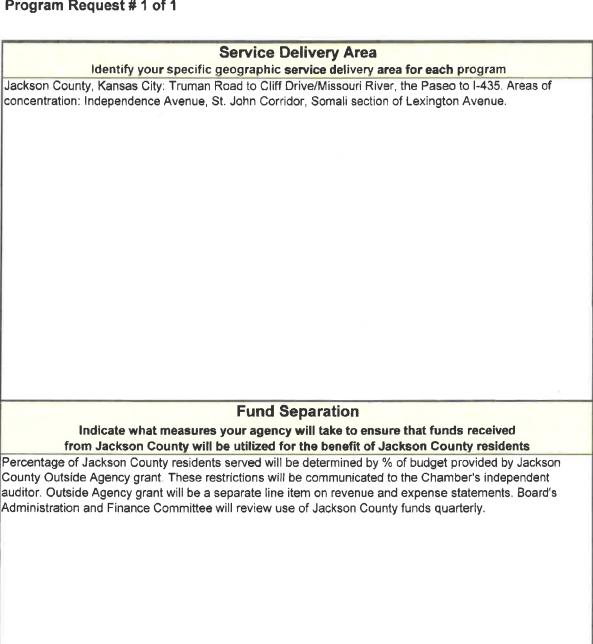
Agency Name:

Northeast Kansas City Chamber of Commerce

Program Name:

Healthy Community = Healthy Business

Program Request # 1 of 1



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

Agency Name:

Northeast Kansas City Chamber of Commerce

Program Name:

Healthy Community = Healthy Business

Program Request # 1 of 1

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

Agency Name:

Northeast Kansas City Chamber of Commerce

Program Name:

Healthy Community = Healthy Business

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

Documentation of attendance based on group transportation events. Growth of business activity based on gross receipts at program start-up compared to six-month and one-year milestones after start-up. Number of media placements. Survery of participants. Survey of general residents through Northeast News. Special promotions such as attendance punch cards and discount coupons.

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)

Grant announcement/news conference. Reference to Jackson County in all printed and electronic materials related to this grant. Reference to Jackson County in all media coverage related to this grant. Neighborhood newsletters. Don Bosco communications network. Regular progress reports included in quarterly reports/invoices to Jackson County.

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 **Northeast Kansas City Chamber Of Commerce**, 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, **Northeast Kansas City Chamber Of Commerce**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

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

Authorized Representative's Signature

Printed Name

Printed Name

Date

Subscribed and sworn before me this day of commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on

VERNA K BASHAM

Notary Public - Notary Seal
Signature of Notary

My Commission Expires - Feb 17 2017

My Commission Expires - Feb 17 2017

Date

Notary Seal
Signature of Notary

My Commission Expires - Feb 17 2017

Date

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