10/18/16

Res. 19046

COOPERATIVE AGREEMENT

(Teen Recreation Program – Guadalupe)

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".

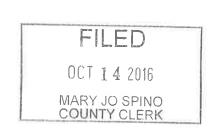
WHEREAS, the County deems it to be in the best interest of its citizenry to support services to low-income individuals and families as provided by MARC and other agencies, under subcontracts with MARC; and,

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. **Services**. MARC shall provide a teen recreation program and services, and is expressly authorized to enter into a subcontract with the Guadalupe 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 Guadalupe Center solely to provide services to low-income families of Jackson County. Guadalupe Center's signature on this Agreement indicates its acceptance of the provisions contained herein.

The budget Guadalupe Center submitted as part of Exhibit A is considered final



and non-changeable. If Guadalupe Center encounters unforeseen circumstances that require a change to its budget, Guadalupe Center shall submit a written request to the Jackson County Legislative Auditor's Office no later than October 28, 2016. 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 \$20,400.00 for the teen pregnancy program. 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.
- Reports/Other Documentation. Within 30 days after the conclusion of each calendar quarter under this Agreement, MARC's subcontracting agency, Guadalupe Center, 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 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 Guadalupe Center's activities pursuant to this Agreement. Guadalupe Center's failure to submit this annual report shall disqualify Guadalupe from future funding by the County.

MARC and Guadalupe must notify the County in writing on the 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
- No payment shall be made under this 4. **Submission Of Documents.** Agreement unless Guadalupe Center 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) Guadalupe Center's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Guadalupe Center'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 Guadalupe Center has previously received funding from the County, to be eligible for future payments, Guadalupe Center must submit either an audited financial statement for Guadalupe Center'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 Guadalupe Center is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Guadalupe Center and assessed by the County.
- 5. **Equal Opportunity**. MARC and Guadalupe Center shall maintain policies of employment as follows:

- A. MARC and Guadalupe Center shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. MARC and Guadalupe Center shall take affirmative action as set forth to ensure that applicants for employment 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 and Guadalupe Center agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. MARC and Guadalupe Center 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 and Guadalupe assures that they do 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, their 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 and Guadalupe do 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 and Guadalupe Center pertaining to their finances and operations as they relate to the use of County funds. Further, MARC and Guadalupe Center agree 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 or Guadalupe Center default in the performance or observation of any covenant, term or condition herein contained to be performed by MARC or Guadalupe Center, the County shall give MARC and Guadalupe Center ten days' written notice, setting forth the default. If said default shall continue and not be corrected by MARC and/or Guadalupe Center 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, Guadalupe, 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 and Guadalupe 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 and Guadalupe Center warrant 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 and Guadalupe 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 or Guadalupe during the performance of this Agreement.
- 13. <u>Insurance</u>. MARC and Guadalupe shall maintain the following insurance coverage during the term of this Agreement.
- A. MARC and Guadalupe 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 and Guadalupe 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, nonowned, 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 and Guadalupe agree 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, 2016, and

shall continue until December 31, 2016, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by MARC and Guadalupe Center 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, MARC, or Guadalupe Center 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 and Guadalupe Center to the County within ten (10) days of the termination of this Agreement.
- 16. <u>Standard Of Care</u>. MARC and Guadalupe Center 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.** Guadalupe Center 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 Guadalupe Community Centers, Inc. Ricky Olivares 1015 Avenida Cesar Chavez Kansas City, MO 64108 (816) 531-6911

- 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 and Guadalupe Center 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 and Guadalupe Center agree to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and MARC's and Guadalupe Center's failure to do so constitute a breach of this Agreement. In such event, MARC and Guadalupe Center consent and agree as follows:
- A. The County may, without prior notice to MARC or Guadalupe, 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 or Guadalupe Center have 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 and Guadalupe Center 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 or Guadalupe Center are merged or purchased by another entity, the County reserves the right to terminate this Agreement. MARC and Guadalupe Center shall immediately notify the county in the event it is merged or purchases by any other entity.
- 22. <u>Confidentiality</u>. MARC's and Guadalupe Center'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 14th day of October, 2016. APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI Frank White, Jr. W. Stephen Nixon County Counselor County Executive MID-AMERICA REGIONAL COUNCIL ATTEST: Mary Jo Spino Clerk of the Legislature Federal Tax I.D. 43-0976432 **GUADALUPE CENTER** Title: Executive Director **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 \$20,400.00, which is hereby authorized. Chief Financial Officer Account No. 002-7902-56789 003-7905 79052016001



2016 OUTSIDE AGENCY FUNDING REQUEST



New Agency Request

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

		110117	agonoy raddest	=
		Previo	ously Funded	
Name:				
Guadalupe Centers, In	С.	,		
Address:	City:	State:	Zip Code:	
1015 Avenida Cesar E	C Kansas City	MO	64108	
Phone No:	Website:			
(816) 421-1015	www.guadalupecent	ers.org		
Federal Tax ID No:	Fiscal Ye	ear:		
44-0610781		1/1/2016	125/31/2016	
Executive Director/Preside	nt: Phone N			
Cris Medina	(816) 421-	1015 cmedir	na@guadalupecenters	.oerg
Principal Contact:	Phone N	o. Email		
Ricky Olivares	(816) 531-	6911 rollvar	es@guadalupecenters	.org
	ing sections for your 2016 (ust be filled out for each pro	•	•	for.
Section A: Agenc	y Revenue Information			
Section B: Progra	m Budget Request			
Section C: Progra	m Information			
Total # of Programs Reque	sting Funding For:	1		
Total Amount Requested:		\$	20,400	



Funding Entity

Section A Agency Revenue Information

Source Description

SEP 1 0 2015

JACKSON COUNTY AUDITORS OFFICE

Actual

Federal	US Dept of Agriculture/HUD/US Dep	ot of Health & Human Services/US Dept. o	f Education	\$ 1,750,120 -	\$ 1,750,120 -
State	Mo Dept of Health & Hum	nan Services/Mo Dept. of Tran	sportation	\$ 10,626,972-	\$ 10,626,972
Jackson County	Combat Treatment/C	combat Prevention/Gene	ral	\$ 198,390 <u> </u>	\$ 198,390 _
City of Kansas City	Community Development Bio	ock Grant/Neighborhood end Tou	rism Fund	\$ 1,489,139 _	\$ 1,489,139 _
Charity/Donations	Private Foundations	and United Way		\$ 1,154,565 _	\$ 1,154,565 ₋
Fundraisers	Blanco y Negro Gala	/Cinceo De Mayo Fiesta		\$ 17 4, 380 _	\$ 174,380 _
Other	Intercompany Revenue/3rd p	party payment/membership dues/p	rogram fass	\$ 4,661,556	\$ 4,661,556 _
				\$ 20,055,122.	\$ 20,055,122
Please check if your agency has cash reserves What is the current balance? \$3,660,016					
Please check all Jacks	son County sourc	es your agency re	ceived fun	ding from in 201	5:
Board of Services for COMBAT	Developmentally	Disabled			
Domestic Violence Bo	ard				
Housing Resources C					
Mental Health Levy					
Outside Agency					
Please check any of the following your agency received funding or resources from in 2015: Goods Services Cash Amount					
Harvesters					\$0 '-
Mid America Regional	Council	Ц	닠	닏	\$ 200,777 -
MAAC Link		님			\$0 -
United Way		닏][\$ 353,065 ⁻
Other:		_ 凵	لــا		+



Mid America Regional Council

MAAC Link United Way

Other:

Section A Agency Revenue Information

SEP 1 0 2015

\$ 200,777

\$ 353,065

2015 JACKSON COUNTY

Funding Entity Source Description Actual Projected Federal \$1,750,120 \$ 1,750,120 \$ 10,626,972 State \$ 10,626,97-2 \$ 198,390 _ \$ 198,390 _ Jackson County \$ 1,489,139. \$ 1,489,139 City of Kansas City \$ 1,154,565 \$ 1,154,565 Charity/Donations \$ 174,380 _ \$ 174,380 _ Fundraisers \$ 4,661,556 \$ 4,661,556 Other \$ 45,409,073,165 \$ 45,409,073,165 Please check if your agency has cash reserves \$ 3,660,016 What is the current balance? Please check all Jackson County sources your agency received funding from in 2015: Board of Services for Developmentally Disabled COMBAT -Domestic Violence Board Housing Resources Commission Mental Health Levy Outside Agency Please check any of the following your agency received funding or resources from in 2015: Services **Amount** Goods Harvesters

JAN 0 4 2016

JACKS OF REALIZEST # 02

KANSAS CITY MISSOURI

New Program Request

Agency	Name:
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Program:

Guadalupe Centers Inc.

Organized Athletics

Previously Funded

①

Salaries attach job description or duties for NEW Program requests only

Position / Title	Amount	Check Box If 100% Funded by Jackson County
		7 🗂
		7 🗖
Fringe Benefits	3	
Total Salaries & Fringe Benefits	\$0	

Contractual Services & Sunnlies

Description	Amount	Check Box # 100% Funded by Jeckson County
Gym Rental Fee	\$ 20,400	

Total Contractual Services & Supplies

\$ 20,400

Total 2016 Program Budget Request

\$ 20,400

Total Program Cost

\$ 258,535

Total cout to run your program regardless of the Jackson County funding you are requesting.

Estimate of Cost Per Participant 5:

\$ 257



SEP 1 0 2015

JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI

Agency Name:

Guadalupe Centers, Inc.

Program:

Youth Recreation Program

Proposed Program

Detail functions to be performed.

Funding from Jackson County would be used to support recreational and youth development operational programming targeting youth in Western Jackson County by the Guadalupe Centes, Inc. (GCI). Specifically, funds from Jackson County would be utilized to support the operation (lease) of the Westside Gymnasium and to support GCI's youth recreation program. Additional funding secured gy GCI is utilized to support part time staff who oversee and coach in the organized athletic program that consists of the following leagues; soccer, baseball, football, volleyball, and basketball. GCI's Westside Gymnasium is also utilized for other youth activities that promote safe alternatives including teen nights, dances and overnight lock-ins. GCI's youth development staff oversee activities that take place in the gym and also coordinate.

Youth Recreation is one of the core programs that were established withe inception of the Guadalupe Centers back in 1919. This program is vital to the safety and healthof the community youth it serves.

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

Target Population

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

The main target population for this program are Latino and Urban youth from Western Jackson County. Many of the participants and / or their families are limited english proficient. The programs provided by the Youth Development Program target a wide variety of ages in the sports programming that serves youth in beginners leagues for children ages 4 to 6 years of

What criteria do you have for the participants you serve?

Service Delivery Area

RECEIVED

SEP 1 0 2015

JACKSON COUNTY AUDITORS OFFICE KANSAS CITY MISSOURI

served from

Identify the number of participants that this program serves.

Total # served

served from Jackson County

	Jackson County		Other Areas			
750	950	150				
Identify your specific service delivery area by zip code or geographical boundary. Zip Code Geographical Boundary						
	Three Primary neighborhoo	ods; Westside, Nor	theast, Eastside			
	als is a Countywide Program at is the Jackson County Legislative District?	1st At-Large	1st District			
Check if y	ou keep a list of participants for this progran	n 🗸				
Please cla	Please classify your program from the following types of services:					
Communit	ty Improvement/Outreach					
Food/Eme	ergency Services		2			
Health/We	ellness					
Indigent P	opulation					
Senior Sei	rvices					
Youth Sen	vices	V				
Other:	Organized Athletics.	0				
Check if yo	our services are available to anyone.					



Outcomes

List up to 5 outcomes	related to this program.	Please check if the outcome is measurable.		
1. Will serve 750 yo	outh in our recreation program in 2016			
	ervices for the families of the youth outh Recreation Program			
3.				
4.				
5.	*			
	Summary not be considered complete without answered below to complete the funding request parts.	oring all questions. All applicants must fulfill process.		
Please check the box	acknowledging you understand your orga	anization's responsibility to the following.		
Reviewed approved Include the	Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved.			
Certificate annual ag Missouri		um of \$1 million per occurance or \$2 million inding		
	ris Medina //09/2015			
	SAVE			

PRINT

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that Mid-America Regional Council, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, Mid-America Regional Council, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.