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, MORNING STAR DEVELOPMENT COMPANY INC. 2411 E 2TH ST. KANSAS CITY, MO 64030, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for After-school, School-break, and Summer Camp 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 After-school, School-break, and Summer Camp Program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2018, through December 31, 2018, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request of line item



changes limited to contractual services and supplies and a narrative explaining the circumstances to the Jackson County Legislative Auditor's Office no later than October 31, 2018. The Jackson County Legislature must authorize any changes to the budget. Any changes approved by the Legislature will not take effect until your agency receives written notification from the Jackson County Legislative Auditor's Office.

- 2. Terms Of Payment. The County agrees to pay Organization the total amount of \$100,000.00 in quarterly installments of \$25,000.00, 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 quarterly 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.
- Reports/Other Documentation. Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly reconciliation report on forms provided by the County along with documentation that reconciles to the 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 Department 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 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 submit quarterly reconciliation reports in the format specified by the County before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization
- 4. <u>Submission of Documents</u>. No payment shall be made under this Agreement unless Organization shall have submitted to the County's Department of Finance and Purchasing through the Jackson County Outside Agency portal accessible on www.jacksongov.org/auditor: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Any

documents described herein which were submitted to the Department 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 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. 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 this Agreement. 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. <u>Appropriation Of Funds</u>. 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. <u>Term</u>. The term of this Agreement shall commence January 1, 2018, and shall continue until December 31, 2018, 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
Department of Finance and
Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Morning Star Development Company Inc. Janet Bartee 2411 E 2th St. Kansas City, MO 64030 (816) 547-6024

- 18. Affirmative Action Compliance. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.
- 19. Remedies For Breach. Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:
- A. The County may, without prior notice to Organization, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the

County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

- 20. <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. <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 ________, 2018. APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI W. Stephen Nixon V. Edwin Stoll County Counselor Chief Administrative Officer ATTEST: MORNING STAR DEVELOPMENT Title Clerk of the Legislature Federal Tax I.D. 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 \$100,000.00, which is hereby authorized. Date Chief Administrative Officer Account No.00-7738-56789 See Attached Revised

Revenue of Certificate per O. 5134

REVISED 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 \$100,000.00, which is hereby authorized.

ate Chief Administrative Officer
Account No. 002-7738-56789

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Morning Star Development Company Morning Star Development Company Inc. Inc.

After-school, School-break, and Summer Camp Program May 4, 2018

2411 East 27 Street Kansas City, MO 64030-2714 (816) 923-3559 N/A fedtaxid: 43-1692966

Fiscal Year: January to December

GuideStar:

Mission: Morningstars Devopment Company, Inc. is a not-for-profit organization serving the urban core of Kansas City, Jackson County, MO. The organization through its state-of-the-art Youth, Family and Career and Education Center addresses the community and service needs of children and youth, families, individuals, and senior adults.

Executive Director

Interim Executive Director John Modest Miles (816) 923-3559 morningstardevco@gmail.com

Contact Person

Program Consultant Janet Bartee (816) 547-6024 jmbtee1@kc.rr.com

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

District 3: Yes

Agency Revenue Information

Morning Star Development Company Inc. After-school, School-break, and Summer Camp Program

May 4, 2018 Page 2

Funding Entity	Source Description	2017 Actual	2018 Projected
Federal	The agency does not receive Federal funding.	\$0	\$0
State	The agency does not receive State funding.	\$0	\$0
Jackson County	Outside Agency Funds	\$167,000	\$167,000
City of Kansas City	The program dosn't receive City of Kansas City fu	\$0	\$0
Charity/Donations	Individual giving	\$3,500	\$3,500
Fundraisers	Auction and Rummage Sale	\$500	\$1,200
Donations	GKC Health Found. applying for AD Grant, 2018	\$0	\$4,500
		\$171,000	\$176,200

Please check if your agency has cash reserves: What is the current balance? \$0

Please check all Jackson County sources your agency received funding from in 2017:

COMBAT: Yes

Outside Agency: Yes

Please check any of the following your agency received funding or resources from in 2017:

Goods	Services	Cash	Amount
Yes			\$52,830
	Yes	Yes	

Date Program was Initiated: 2013

Morning Star Development Company Inc. After-school, School-break, and Summer Camp Program May 4, 2018

What time period does this program run: All Page 3

Year

Provide program description: The Morning Stars Development Company requests the amount of One Hundres Sixty-seven Thousand dollars (\$167,000) to continue the After-School, School-break, and Summer Camp program. One hundred twenty youth ages pre-kindergarten through the twelfth grades receive comprehensive youth development and adjustment, academic enrichment, physical fitness, and recreational programming. Guided by certified education and learning instructors, youth receive youth asset-skill-building, and youth development programs.

Describe the benefits of this program to Jackson County Missouri: Jackson County, Missouri is receiving the following benefits from this project which, includes; POSITIVE YOUTH DEVELOPMENT - Youth receive a safe structured environment after-school, during school breaks, and during the summer months. Caring and trained adults engage youth in programs designed to counter negative behaviors, bullying, fights, gang involvement, loitering, drug and substance usage, and the prevention of youth parenthood. Programs are designed to build character, promote, and increase positive inter-personal communication, promote and enhance decision-making, and assisting youth in making positive choices. Intervention programs assist in encouraging participants to become positive youth leaders, teaches problem-solving and conflict resolutions skills, and positive ways to get along with peers. The goal is to help youth to engage in alternative activities which, assist them in stay out of trouble, reduce youth crime, and negative behaviors. Jackson County benefits with youth who learn positive life skills. These skills lead youth in promoting academic achievement, and attainment, success in school, and graduation from high school. Long-term outcomes include the pursuit of higher education, increasing success in later vocations and careers, and in becoming productive citizens.

Describe target population to be served: Jackson County youth live within the third district of Jackson County, MO. Neighborhood areas include the Key Coalition, Mount Hope, Santa Fe, Washington Wheatley, Wendell-Phillips, Beacon Hill, and the Urban Core area of Kansas City, MO. Programs are open to all youth who need youth development and youth skill-building, and youth adjustment services.

What are the qualifications for participants: 1. Participants must live in Jackson County, Missouri, within the primary targeted areas previously described. 2. Participant families must meet the family income levels of Low to moderate income families. 3. Participants must be within the age parameters of pre-kindergarten through the twelfth grades.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 120

Number of participants from Other Areas: 0

Total Number of participants: 120

Outcomes

Outcome 1: ACADEMIC COMPETENCE: Youth learn and improve skills in math, science, reading, and writing.

How will outcome 1 be measured: Baseline and quarterly assessment, homework completed, attitude toward school improves.

Outcome 2: CONFIDENCE: Youth experience change in confidence, personal adjustment, self-image/worth, intellectual thinking applications.

How will outcome 2 be measured: Baseline and quarterly assessment to test changes in attitude, perceptions, beliefs.

Outcome 3: CHARACTER: Youth increase the ability to build trust, handle conflicts, engage in positive experiences with peers.

How will outcome 3 be measured: Observations; youth exhibit change in attitudes, helping others, discourage fights/bully episodes, use decision-making skills, change from baseline/entrance by assessment.

Outcome 4: Youth engage in hands-on learning workshops and sessions in physical fitness, horticultural,

art, pre-business, vocational, and career sessions.

How will outcome 4 be measured: Youth learn in workshop and session content areas, measured by change from baseline assessment and interval assessments.

Outcome 5: Youth breakfast, lunch, snacks, and dinner, youth receive homebound meals and snacks.

How will outcome 5 be measured: Youth receive nutritious meals and a balanced diet of protein, vegetables, fruit.

Please classify your program from the following types of services:

Community Improvement/Outreach: Yes

Food/Emergency Services: Yes

Health/Wellness: Yes Indigent Population: Yes Youth Services: Yes

What Jackson County Legislative Districts are served by this program:

District 3: Yes

At-large District 3: Yes

Total 2018 Program Budget: \$100000

Morning Star Development Company Inc. After-school, School-break, and Summer Camp Program Jun 29, 2018 Page 4

Salaries

Position/Title	Description	Amount of Salary Requested	Total Salary
Program Consultant	Consults with the Program Manager to advise on the After school, School Break and Summer Camp programs. Ensures the program is on task with program goals and objectives. Reviews program plans, implementation, and scheduling activities.	\$8,000	\$10,000
Program Manager	Supervises the After-school, School-Break, and Summer Camp program, supervises program managers, and contract employees. Full time during school breaks, and for sixteen weeks during the summer.	\$5,000	\$20,000
Program Counselors	Coordinates, implements, and manages assigned program area. Full time during school breaks, and for sixteen weeks during the summer.	\$29,500	\$33,300
Administrative Assistant and Intake Coordinator	Performs program administrative duties, daily intake, reporting, scheduling, and communications.	\$5,500	\$13,000
Food Service and maintenance workers	Administers the three-meals, snacks, and kitchen duties. Maintenance workers perform janitorial duties, and perform required repair work. Part-time	\$12,000	\$13,000
Fringe Benefits		\$7,000	
Total Salaries & Fringe Benefits		\$67,000	

Contractual Services & Supplies

Total Contractual Services & Supplies	\$2,000 \$33,000
Workman's Comp/Public Liability, Building Liability	
Rent/utilities, Facility/Grounds Maintenance	\$13,000
Accounting/Auditor	\$2,000
Gardening program supplies (seeds, stakes, fertilizer, lime,)	\$2,000
Office and cleaning supplies (paper, ink cartridges,	\$1,000
Program supplies / Food Kitchen supplies	\$3,000
Transportation costs for Field Trips	\$1,000
Horticultural Science and Gardening Specialist	\$2,000
Intellectual Skills Enhancement Specialist	\$3,000
Music Arts Specialist	\$4,000
Description	Amount

Program sustainable without Jackson County Funding	
Total Cost to Run Program WITHOUT Jackson County Funding	\$176,200
Cost/Participant	
JACO Funding/Total Program Cost	%

Morning Star Development Company Inc. After-school, School-break, and Summer Camp Program

Reviewed the Non-Allowable Expenses: Yes May 4, 2018

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

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

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

Missouri Secretary of State Certificate of Good Standing:

Missouri Secretary of State Annual Registration Report:

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

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 Morning Star Development Company Inc.(OA), 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, Morning Star Development Company Inc.(OA), 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.)

ander section 575.040, 10000.	
Authorized Representative's Signature Title	Printed Name Le. 28.2018 Date
TILLE	Date
My Commission	thingthe County of Jochson, State of Wissouri H. 29.2019 y County Expires Apr. 29, 2019
Commissio	on # S15038552 (0. 28 - 2018
Cinnature of Natari	
Signature of Notary	Date