

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, **NORTHWEST COMMUNITIES DEVELOPMENT CORPORATION 217 S. CEDAR AVENUE INDEPENDENCE, MO 64053**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Community Enrichment; and,

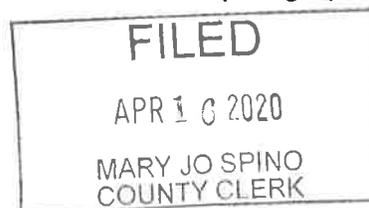
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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. **Services**. Organization shall provide services Community Enrichment, 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, 2020, through December 31, 2020, 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.

2. **Terms Of Payment**. The County agrees to pay Organization the total amount of **\$75,000.00** in quarterly reimbursements up to **\$18,750.00**, Payments shall be made upon the County's receipt of the quarterly reports as set forth in paragraph 3



hereof. The final payment will not be processed until the Organization's annual program report has been completely reconciled. 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 through the Outside Agency Portal along with proof of payment and receipt 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, itemized credit card receipts and credit card statements showing proof of purchase and proof of payment 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. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until reports are received and accurate. Any reports that are incorrect will delay payment. The last quarter's report is due by January 30th, 2021 and 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. The final payment will not be processed until the Organization's annual program report has been completely reconciled. Organization must submit all quarterly reports in the format specified by the County

regardless of whether activity took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment. Any unspent funds under this Agreement not invoiced by Organization within 30 days from the expiration of this Agreement shall be forfeited and not be paid.

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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** 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; (5) 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. Organization must be chartered in the State of

Missouri, hold a certificate of good standing with annual registration through the Missouri Secretary of State and have received an exemption from Federal income taxes under Section 501c3 of the Internal Revenue Code. Any documents described herein which were submitted as a part of an application for funding need not be resubmitted to qualify for payment. Organization understands that no payment shall be made under this agreement until Organization's 2019 Outside Agency contract has been fully reconciled with the County's Department of Finance and Purchasing. 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 submit an Affirmative Action Plan or Equal Employment Opportunity statement as required by the County Compliance Review Office. 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. **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 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. **Default.** 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. **Conflict Of Interest**. 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. **Indemnification**. 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. **Insurance**. 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, 2020, and shall continue until December 31, 2020, 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
Department of Finance & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

NorthWest Communities Development Corporation
217 S. Cedar Avenue
Independence, MO 64053
(816) 252-5094

18. **Compliance Review.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Office and staff shall review this contract according to their responsibilities including site visits to any and all agencies. Organization agrees any display of hostile behavior, refusing and/or hindering a site review by any employee or staff member shall be grounds for suspension, termination or disqualification of this Agreement. 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. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** 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. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 16th day of April, 2020.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



[Signature]
Clerk of the Legislature

By [Signature]
Frank White, Jr.
County Executive

[Signature]
Mary Jo Spino
Clerk of the Legislature

NORTHWEST COMMUNITIES
DEVELOPMENT CORP

By [Signature]
Title EXECUTIVE DIRECTOR
Federal Tax I.D. 43-1822719

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 \$75,000.00, which is hereby authorized.

Date 4-16-2020

[Signature]
Director of Finance and Purchasing
Account No.002-7742-56789

**2020 Jackson County Outside Agency Funding Proposal
NorthWest Communities Development Corp
Community Enrichment**

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NorthWest Communities Development Corp

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217 S. Cedar
Independence, MO 64053
(816) 252-5094
www.nwcdc-mo.org
fedtaxid: 43-1822719

Fiscal Year: July to June

GuideStar: 0388763330

Mission: NorthWest Communities Development Corporation mission to improve lives in our community by promoting programs that focus on seniors, youth, housing, public safety, and public service.

Executive Director

Executive Director
Patrick Farrell
(816) 252-5094
pfarrel@nwcdc-mo.org

Contact Person

grant manager
Betsy Waldman
(816) 252-5094
bwaldman@nwcdc-mo.org

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

District 3: Yes

At-large District 1: Yes

2020 Jackson County Outside Agency Funding Proposal NorthWest Communities Development Corp Community Enrichment

NorthWest Communities Development Corp
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Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
State	MoDot-MO elderly & handicapped transportation			X	\$2,513	\$4,300
Donations	\$, clothing, food	X		X	\$25,000	\$30,000
Harvesters	youth summer lunches			X	\$297	\$0
United Way	NorthWest Independence SeniorProgram			X	\$20,000	\$20,000
Other	Grants, Leases, LINC, Meals, Activities			X	\$288,014	\$350,000
COMBAT	Community Center Youth Program			X	\$9,600	\$60,000
Outside Agency	Community Enrichment			X	\$60,000	\$75,000

Please check if your agency has cash reserves:

What is the current balance? \$50,000

2020 Jackson County Outside Agency Funding Proposal

NorthWest Communities Development Corp

Community Enrichment

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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: NorthWest Communities Development Corporation (NWCDC) goal is to improve the lives in the area, NWCDC does this with the operation of The Fairmount Community Center, Home Repair Program and outreach programs. This center operates Monday through Friday from 8 a.m. to 5 p.m. The center has exercise equipment, meetings rooms, activity rooms, free-lending library, community garden, a commercial kitchen and a 20 passenger bus. The outreach programs are providing meals for meals on wheels, plus youth enrichment programs. The center has daytime activities geared to enrich the lives of older adults and youth. These programs include exercise activities, health screening, nutrition classes, games, social events, music entertainment, trips and outings. The bus transports individuals from their residences and 6 low-income senior housing to and from the center. 200 lunches are served daily. Menus follow the Missouri Department of Health and Senior Nutrition guideline. Independence Meals-on-Wheels meals, lunches and during the summer, Kid's Café lunches are prepared at this site. Afternoon Kid's Café will be starting. Any school age youth will receive free evening meal at the center Monday through Friday. The lower level of the Fairmount Community Center is the location of Tabitha's Closet. This is where parents of students in need in the Independence School District and Fort Osage School District receive appropriate school clothing for their children. Each child receives 6 tops, 3 pairs of pants, jacket, winter coat, pajamas, hat, scarf, gloves, new underwear, new socks and new tennis shoes. To maintain dignity, Tabitha's Closet is set up like a store, with parent and child able to choose items that appeal to them. Participating families are allowed to come once each semester. Families make appointments to "shop" through the social workers at each school. Approximately 2500 children receive clothing each school year. This past summer, with funding through Combat, we were able to include summer children's programs.

Describe the benefits of this program to Jackson County Missouri: The Community Center offers many programs to help individuals in the Jackson County area. • Seniors have extended quality of life. This is done by helping them to be socially engage, involved in their community, receive proper nutrition, and be mentally and physically active. Seniors can remain living in their homes, maintain good health, and less dependent of others. • Students supported through Tabitha's Closet have appropriate clothing so they can focus on learning. Proper clothing allows students to participate in physical education class, better prepare for variety of weather elements, and not face social stigma of improper and inadequate clothing. • Daily hot meals are provided at the center, Independence Meals on Wheels, and Kid's Café allows individuals to receive balanced nutrition to maintain good health. Proper nutrition promotes healthy heart, better bones, physical energy, mentally alertness and weight control. The lunches are for many their only exposure to proper nutrition. Our meals served have increased in numbers every year for the past four years. • The handicapped accessible bus allows individuals to leave their homes no matter their limitations. They are able to make purchases on their own, participate in programs, grocery store run, and go on outings. The bus picks up individuals from 6 different low- income senior housing facilities and individual residents. An additional wheel-chair accessible mini-van has been acquired through MODot to help transport more individuals.

Describe target population to be served: The Fairmount Community Center is located in North West Independence. This area has the lowest income in greater metropolitan area of Kansas City. Ninety percent of the students attending the nearby elementary schools and high school qualify for free and reduce lunch. We are targeting these youth to establish a place to engage, learn, and connect with the community. We, as always, work with a variety of older population who need social engagement, mind stimulation, physical activities to help them remain independent and to continue to live in their homes. The majority of the Seniors who come to our center live on less than \$20,000 annual income. NWCDC through a grant from HealthCare Foundation, has a 3-year strategic plan so we will know what individuals will want and how we can serve them. This year long strategic plan was done through an outside contract.

What are the qualifications for participants: The NorthWest Communities Development Corporation is dedicated to improve the lives in our community in Jackson County. Although we are located in NorthWest Independence there is no restriction on location of whom we serve; however, we do offer transportation to our center if they live within 10 miles radius. We strive to provide a variety of programs to meet the needs of the population.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 7321

Number of participants from Other Areas: 53

Total Number of participants: 7374

2020 Jackson County Outside Agency Funding Proposal

NorthWest Communities Development Corp

Community Enrichment

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Outcomes

Outcome: Meals served will be nutritious and accommodate health restrictions.

How will outcome be measured: Lunches will be served when the Community Center is open. Staff will keep track of meals served and diet restrictions on identified individuals

Outcome: Transportation will be available for Seniors and the disabled in given areas for activities offered through the Fairmount Community Center.

How will outcome be measured: Daily transportation will be available to the Fairmount Community Center, at least an average of two outings, and weekly grocery store outing.

Outcome: Clothing, shoes, winter coats, new socks, and new underwear will be available for students in need in the Independence and Fort Osage School District

How will outcome be measured: Tabitha's Closet will be open averaging three days a month during the school year for families to "shop" for clothing necessities to students to attend school.

Outcome: Activities for Seniors will be planned. These activities will promote socialization, provide information to improve health and wellness, and encourage healthy lifestyles.

How will outcome be measured: An average of 8 activities will be planned each week at the Fairmount Community Center. A monthly activities calendar will be available on NWCDC website and distributed at the Fairmount Community Center and other places.

What Jackson County Legislative Districts are served by this program:

District 1: Yes

District 3: Yes

District 5: Yes

At-large District 1: Yes

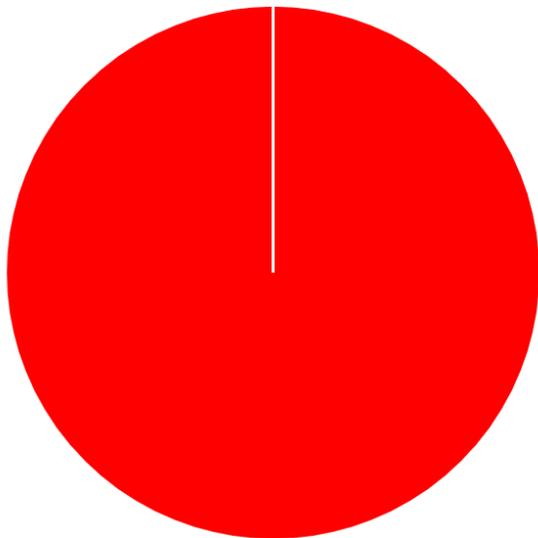
At-large District 3: Yes

2020 Jackson County Outside Agency Funding Proposal Budget as Awarded NorthWest Communities Development Corp Community Enrichment

NorthWest Communities Development Corp
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Direct Program Support				
Name	Description	Total Expense ⓘ	Amount Awarded ⓘ	Percent
Program Staff Salary	2 kitchen staff FT	\$55,000	\$30,000	55%
Program Staff Salary	Sr. Program Coordinator (FT) Tabitha's Closet Coordinator (PT)	\$50,000	\$25,000	50%
Program Staff Salary	Bus Drive FT and substitution drivers	\$35,000	\$20,000	57%
				%
Direct Expense Totals		\$140,000	\$75,000	
Indirect/General Operating Support				
				%
Indirect Expense Totals				

■ Direct Expense
 ■ Indirect Expense



Total 2020 Program Budget Award: \$75,000

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$240,943
Cost/Participant	\$10.24
JACO Funding/Total Program Cost	31%

2020 Jackson County Outside Agency Funding Proposal
Budget as Awarded
NorthWest Communities Development Corp
Community Enrichment

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Document type: irsw9
Name: [w-9-2018.pdf](#)

Document type: 501
Name: [cert-of-corporation.pdf](#)

Document type: goodstanding
Name: [certificate-of-good-standing-10.27.19](#)

Document type: registration
Name: [bi-annual-registration-report-2019.pdf](#)

Document type: irs990
Name: [990-6.30.18-nwcdc.pdf](#)

Document type: financial
Name: [nwcdc-6-30-2018-audit.pdf](#)

Document type: budget
Name: [2019-20-budget-6.13.19.pdf](#)

Document type: balance
Name: [balancesheet10.28.19.pdf](#)

Document type: insurance
Name: [jackson-county-legislature.pdf](#)

Document type: board
Name: [board-members-2019of-5.2019.docx](#)

Document type: jackson
Name: [2019-real-property-tax.pdf](#)

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 **NorthWest Communities Development Corp**, 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, **NorthWest Communities Development Corp**, 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.)

Patrick J. Farrell

Authorized Representative's Signature

Ex Director

Title

Patrick J. Farrell

Printed Name

Date

Subscribed and sworn before me this 20 day of March, 2020. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 03-04-2023.

Maisy Pierson

Signature of Notary

03-20-2020

Date



MAISY PIERSON
My Commission Expires
March 4, 2023
Jackson County
Commission #1563371