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R. 17490

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **HARVESTERS – THE COMMUNITY FOOD NETWORK**, 3801 Topping Avenue, Kansas City, Missouri 64129, hereinafter called "Agency."

WHEREAS, the County and Agency desire to enter into an Agreement to provide funding to be used for its food distribution program; and,

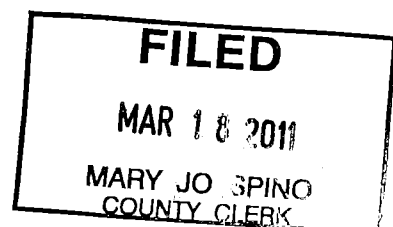
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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

1. **Services.** Agency shall provide services through its food distribution program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference.

2. **Terms of Payment.** The County agrees to pay to Agency the total amount of \$40,000.00 in quarterly installments of \$10,000.00 each, with the first payment 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.

3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Agency 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 last quarter's report shall include an annual report which shall summarize all of Agency's activities pursuant to this Agreement. Agency's failure to submit this annual report shall disqualify Agency from future funding by the County.

4. **Submission of Documents**. No payment shall be made under this contract unless the contracting agency shall have submitted to the 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) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was 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 the contract agency is out of compliance on any other County contract.

5. **Equal Opportunity**. Agency agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap,

veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, Agency agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

6. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Agency pertaining to its finances and operations.

7. **Default.** If Agency shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Agency within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

8. **Conflict of Interest.** Agency 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.

9. **Severability.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons 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.

10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Agency shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 Agency during the performance of this Agreement.

11. **Term.** This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2011. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Agency as verified by the County's audit.

12. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 18th day of March, 2011.

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

HARVESTERS – THE COMMUNITY
FOOD NETWORK

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By: Karen P. Haren
Executive Director
43-1208665
Federal I.D. or S.S.#

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$40,000.00 which is hereby authorized.

March 14, 2011
Date

[Signature]
Director of Finance and Purchasing

Account No. 002-8002-56789

80022011001

EXHIBIT
tabbles
A



OUTSIDE AGENCY FUNDING REQUEST FORM 2011 BUDGET

415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: auditor@jacksongov.org

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JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

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Section A: Organization or Agency Information

Name: Harvesters - The Community Food Network

Address: 3801 Topping Avenue, Kansas City, MO 64129

Phone No: (816) 929-3000

Fax: (816) 929-3123

Website Address: www.harvesters.org

Federal Tax ID No: 43-1208665

Fiscal Year Cycle: July 1 - June 30

Executive Director:

Karen Haren, President & CEO

Name and Title of Principal Contact Person:

Joanna Sebelien, Chief Resource Officer

Phone No: (816) 929-3011

Email Address: jsebelien@harvesters.org

Submission of this request has been authorized by: Karen Haren

Date:

1/28/2011

Section B: Agency's 2010 and 2011 Revenue Information

Agency's 2011 Projected Revenue Information

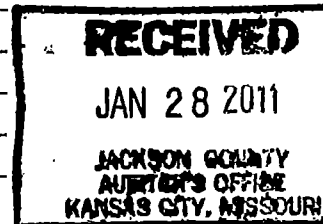
Funding Entity	Agency's 2011 Total Projected Revenue Source You Will Request 2011 Funding From	Projected Amount	% of Total Revenue
Federal	FEMA	\$ 60,000	1
State	TEFAP, CSFP, CACPF, SFSP, CNCS	\$ 1,157,943	10
Jackson County	n/a	\$ -	0
Other Counties	n/a	\$ -	0
City	n/a	\$ -	0
Charity/Donations	individuals, foundations, corporations, other orgs	\$ 8,635,000	75
Fundraisers	Forks & Corks, Chef's Classic and Canstruction	\$ 505,000	4
Other	Handling fees, other revenue and invest. income	\$ 1,110,000	10
2011 Total Projected Revenue		\$ 11,467,943	

Agency's 2010 Revenue Information

Funding Entity	Agency's 2010 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	FEMA	\$ 182,899	2
State	TEFAP, CSFP, CACPF, SFSP, CNCS	\$ 1,259,071	11
Jackson County	n/a	\$ -	0
Other Counties	n/a	\$ -	0
City	n/a	\$ -	0
Charity/Donations	individuals, foundations, corporations, other orgs	\$ 8,203,416	74
Fundraisers	Forks & Corks, Golf, Chef's Classic and Canstruction	\$ 364,187	3
Other (please list)	Handling fees, other revenue and invest. income	\$ 1,088,410	10
2010 Total Revenue		\$ 11,097,983	

If your agency received funding from Jackson County in 2010, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
2010 Total Jackson County Funding			\$ -	



Did your agency receive funding or resources in 2010 from either of the following?

Mid America Regional Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -
Harvesters	<input type="checkbox"/>	<input type="checkbox"/>	N/A

Section C: 2011 REVISED Program Budget

Complete a separate program budget for each program your agency is applying for funding.

Agency Name: Harvesters - The Community Food Network

Program Name: Food Distribution

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Total Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
Food Purchases			\$ 40,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 40,000

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Total Program Request \$ 40,000

Section D: 2011 Program Information

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

Agency Name: Harvesters - The Community Food Network

Program Name: Food Distribution Program

Proposed Program

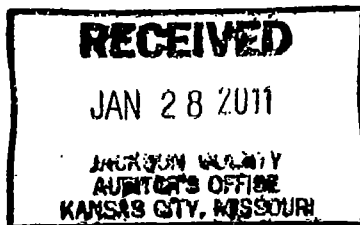
Detail functions to be performed by each program.

Harvesters' food distribution program combats hunger's negative effects by providing individuals access to adequate and nutritious food during their time of need. Harvesters is requesting support for our food distribution program, which collects and distributes food through Harvesters' network of over 620 charitable organizations. This year, Harvesters plans to distribute at least 36.7 million pounds of food, which translates into over 28 million meals for individuals in need.

Harvesters' food distribution program acquires, transports, sorts, packages, stores, and distributes food and household products through our network to help those in need of food assistance. Because we serve as a centralized food distribution center for the community, Harvesters has the ability to collect large donations from the food industry that other, smaller organizations may be unable to accept.

Collected food is sorted and repackaged by volunteers for distribution to agencies. This is made possible by more than 3,000 volunteer visits to Harvesters every month. Food is then made available to our network of 620 agencies via an online ordering system. Fresh produce, perishable items, and specialty items that are not

Harvesters is an essential organization in providing a safety net for individuals and families in Kansas City. W



Section D: 2011 Program Information

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Agency Name: Harvesters - The Community Food Network

Program Name: Food Distribution Program

Participants

Identify the number of participants by County that each program serves.

Jackson, MO	12,319,422 meals provided last year
Clay, Platte, Cass, MO	3,574,931 meals provided last year
Wyandotte, Johnson, KS	3,859,448 meals provided last year
Other Missouri	2,921,211 meals provided last year

Target Population

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

The hungry in metropolitan Kansas City represent a broad cross-section of the community. Unfortunately, the number and demographic characteristics of food recipients are expanding. As described above, there are many families and individuals seeking food assistance for the first time due to a job loss or other financial crisis. Local findings from Hunger in America 2010 indicate that 73% of households receiving food assistance have incomes at or below poverty. Thirty-seven percent of emergency food recipients are children, and eight percent are elderly. Approximately 36% of emergency food recipients are white, 51% are African-American, 9% are Hispanic, and the remainder from other racial or ethnic groups. Over 39% of households have at least one adult who is working. Approximately five percent of all emergency food recipients are homeless.

As you can see, hunger in Kansas City, particularly in Jackson County, does not discriminate; it touches people of every age, race, ethnic group, and neighborhood. Through Harvesters' network of over 620 agencies, we are able to provide for this broad cross-section of individuals and families in all parts of the met

Would you provide these services to anyone at your door? (see below) **Answer Yes or No**

Is anyone denied services? (see below) **Answer Yes or No**

What level of indigents (below poverty level) do you serve?

Please classify your program from the following types by percentage of your agency's overall service

Senior Program	%
Indigent Program (Below Poverty Level)	59%
Senior Indigent Program	8%

What other services do you have for the clients you serve?

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Program Name: Food Distribution Program

Harvesters' main clients are the food distribution agencies (food pantries, kitchens, etc.) who then serve the clients. These agencies must have a charitable status, apply and go through training prior to receiving food from Harvesters. Each agency then has their own criteria for who they serve - some serve anyone that expresses a need for food, while others have maximum income requirements.

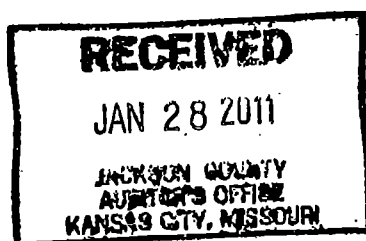
Service Delivery Area

Identify your specific geographic service delivery area for each program.

Harvesters' service delivery area includes 26 counties in Missouri and Kansas, specifically, 10 counties in Missouri and 16 counties in Kansas. However, funds received from the Jackson County, Missouri Legislature will be restricted to Jackson County, Missouri.

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.



Section D: 2011 Program Information

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Agency Name: Harvesters - The Community Food Network

Program Name: Food Distribution Program

As mentioned above, Harvesters will restrict the funds from Jackson County to only be used to benefit Jackson County residents. As Harvesters distributes food (including purchased food) we are able to track what county that food was distributed to. On average, Harvesters distributes more than \$100,000 of purchased food to Jackson County every month.

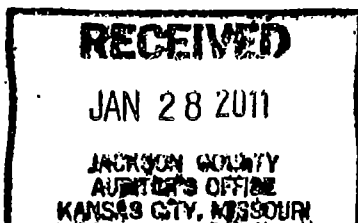
Approach & Method

List the top three (3) objectives for each program.

1. Ensure there is enough quality food to close the gap in demand for food assistance (acquire food).

2. Individuals served are no longer hungry or food insecure (distribute food).

3. The nutritional needs of low-income individuals in Kansas City will be met (ensure equitable distribution).



Section D: 2011 Program Information

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Detail specific methods you will use to achieve these objectives.

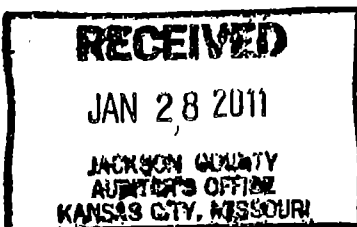
Harvesters acquires food from a variety of sources, including the food industry, food drives, other food banks and the USDA. Harvesters also purchases food that is in high demand that is not available through in-kind donations, such as fresh produce, canned fruits and vegetables and proteins. Harvesters has a nutrition index that tracks the level of nutritional value of food acquired. Harvesters' main means of distribution are through charitable agencies. Harvesters distributes food to the charitable organizations in our food distribution network through a variety of methods. These include agencies placing orders for food through our online inventory system, mobile pantries that deliver perishable foods to agencies for distribution, government commodity food box distribution, and our food rescue program, that provides food that has been prepared but not served donated from restaurants and cafeterias directly to hot meal sites. All of these methods are made possible by Harvesters' 200,000 square-foot food distribution warehouse facility and our transportation fleet. Harvesters works toward equitable distribution with our goal to improve program density

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.

Harvesters will evaluate our success based on the following performance measures: Distribute 37 million pounds of food and household products overall in FY2011, with a goal of 12,519,704 pounds in Jackson County, Missouri. Distribute 163 pounds per person in poverty in Jackson County, Missouri. For this outcome, Harvesters utilizes United States Census Bureau information to calculate the pounds of food Harvesters distributes per person in poverty in our service area. This is a calculation that helps us judge the effectiveness of our service by person in need.



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)

Section D: 2011 Program Information

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Agency Name: Harvesters - The Community Food Network

Program Name: Food Distribution Program

Harvesters will list the funding from Jackson County in our corresponding Annual Report - please see the attached example from FY2010. Harvesters would also be happy to work with you to provide other appropriate opportunities to make the public and clients aware of the funds provided including check presentations or other opportunities.

