

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **CALVARY COMMUNITY OUTREACH NETWORK**, 2940 Holmes Street, Kansas City, Missouri 64109, hereinafter called "Agency."

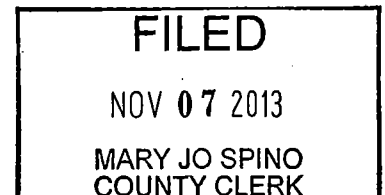
WHEREAS, the County and Agency desire to enter into an Agreement to provide funding to be used for its fitness and nutrition program; and,

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 fitness and nutrition 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 \$30,000.00 in quarterly installments of \$7,500.00 each. Payment for the first and second quarter will be issued within 30 days after the contract has been executed by all necessary parties. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.



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 report for the first and second quarter 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 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. **Appropriation of funds.** Agency and the County recognize that the County intends to satisfy its financial obligation to Agency 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 Agency 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Agency 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, Agency 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.

11. **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.

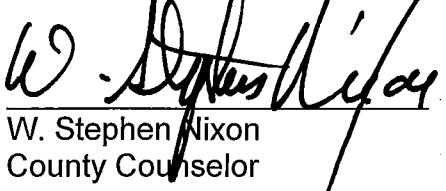
12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Agency shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including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

13. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 7
day of November, 2013.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

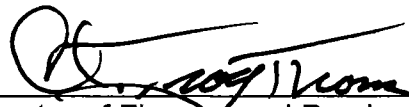
CALVARY COMMUNITY OUTREACH NETWORK

By: 
Executive Director
Federal I.D. #43-1686109

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 \$30,000.00 which is hereby authorized.

November 5, 2013
Date


Director of Finance and Purchasing
Account No. 002-7707-56789
11072013001

Res. 18053

EXHIBIT
A



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Email: auditor@jacksongov.org

Section A: Organization or Agency Information	page 1
Section B: Agency's 2012 and 2013 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information

Name: Calvary Community Outreach Network

Address: 2940 Holmes Street

Phone No: 816-531-4683

Fax: 816-531-5297

Website Address: ccon-kc.org

Federal Tax ID No: 43-1686109

Fiscal Year Cycle: 2013

Executive Director:

Rev. Eric D. Williams

Name and Title of Principal Contact Person:

Phone No: 816-531-4683

Email Address: ctemplepap@cccon-kc.org

Submittal of this request has been authorized by: Eric D. Williams

Date:

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AUDITORS OFFICE
KANSAS CITY, MISSOURI
27-Aug-12

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	UMKC/Region7 Support	\$ 39,000	11
State	Department of Minority Health	\$ 4,000	1
Jackson County	Outside Agency	\$ 50,000	14
Other Counties		\$ -	0
City	Kansas City-Tourism	\$ 15,000	4
Charity/Donations	Foundations/Individuals	\$ 160,000	46
Fundraisers	Special Events	\$ 50,000	14
Other	Earned Income	\$ 30,000	9
2013 Total Projected Revenue		\$ 348,000	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	UMKC/Region 7 Support	\$ 39,000	14
State	Department of Minority Health	\$ 3,000	1
Jackson County	Outside Agency	\$ 30,000	11
Other Counties		\$ -	0
City	Kansas City-Tourism	\$ 10,000	4
Charity/Donations	Foundations/Individuals	\$ 150,000	54
Fundraisers	Special Events	\$ 30,000	11
Other (please list)	Earned Income	\$ 15,000	5
2012 Total Revenue		\$ 277,000	

**If your agency received funding from Jackson County in 2012,
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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 30,000	Fitness/Nutrition
2012 Total Jackson County Funding			\$ 30,000	

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Did your agency receive funding or resources in 2012 from either of the following?

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

Section C: 2013 REVISED Program Budget

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition Program

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
Program Director	35,000	10%	\$ 3,500
Fitness/Nutrition Technician	31,200	50%	\$ 15,600
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 19,100
Total Fringe Benefits			\$ -
Total Personal Services			\$ 19,100
Contractual Services			
Facility Rental			\$ 6,000
Administrative overhead			\$ 3,000
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 9,000
Supplies			
Consumable & Athletic Supplies			\$ 1,900
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 1,900

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KANSAS CITY, MISSOURI

Total Program Request \$ 30,000

Section D: 2013 Program Information

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition Program

Proposed Program

Detail functions to be performed by each program.

Calvary Community Outreach Network is spearheading a comprehensive nutrition and fitness program to prevent obesity in the community for seniors, children, and their families. Calvary will look at the community environment, physical activities of the community members, and the nutritional value of their food purchases. By using the expertise of a Fitness and Nutrition Program Coordinator, the program will challenge the community to eat right and incorporate the proper amount of exercise into their daily routines through:

- Nutrition education including low cost, healthy recipes, and portion control
- Dissemination of nutrition and exercise information
- Cooking Demonstrations
- Exercise instructions
- Scheduled group activities
- Weight monitoring
- Gardening

Certified Fitness and Nutrition Program Coordinators will teach exercises and get participants involved in activities that are both fun and easy to learn.

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Section D: 2013 Program Information

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition Program

Participants

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

Jackson, MO	700
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

Target Population

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

According to the Missouri Department of Health and Senior Services, obesity continues to rise. The obesity epidemic is one of the most important health challenges facing Missouri and the entire nation. With more than 30 medical conditions associated with obesity, it is time for a drastic change in the way people approach the food they consume and the level of exercise they participate in every day. Research shows that:

- Children are in danger of serious long-term health conditions including high cholesterol and high blood pressure, which puts them at risk for heart disease, and they are more likely to develop Type 2 diabetes. They are also more likely to suffer from hypertension, asthma, and related health problems later in life.
- Seniors suffer from multiple obese-related illnesses such as diabetes, heart disease, high cholesterol and blood pressure, and they find obesity often aggravates their arthritis. Obesity is also associated with premature death. In addition the prevalence of obesity in Missouri is higher among the following groups of adults:
 - People with an annual income of less than \$15,000
 - African-American women
 - People having less than a high school education

The Missouri Department of Health and Senior Services continues by stating that program that focus on these

Would you provide these services to anyone at your door?

Answer Yes

Is anyone denied services?

Answer 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	15	%
Indigent Program (Below Poverty Level)	70	%
Senior Indigent Program	15	%

What criteria do you have for the clients you serve?

Clients must fill out applications that declare their fitness level or need for medical attention

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Section D: 2013 Program Information

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Service Delivery Area

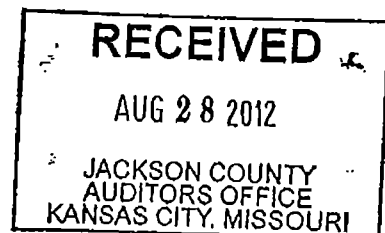
Identify your specific geographic service delivery area for each program.

Kansas City area bounded by the river (north) I 435 (East); Stateline (west) 135th (south)

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.

- 1) We capture address information for all participants and will use county funds for only Jackson County residents
- 2) We will provide a detailed report identifying the county of residence for all agency clients that are supported by these funds
- 3) We are located in Kansas City Missouri in Jackson County and since our agency was founded 98% percent of all clients are Jackson County residents



Section D: 2013 Program Information

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition Program

Approach & Method

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

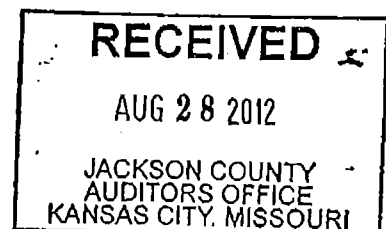
1. Supervised Youth Fitness Program- Youth who reside in residential facilities have inadequate opportunities for fitness opportunities. The target population is generally disadvantaged and in serious need of health, nutrition and wellness programming. These children and adolescents reside in mostly single-working-parent homes with little emphasis on nutrition, physical activity and healthy lifestyles. As a result, many are obese, overweight or under-nourished.

2. The second population in the target area – seniors – generally understand the value of nutrition and the importance of exercise, but often do not have the resources to exercise. They also need easy, low-cost recipes for nutritious meals since they typically cook for only themselves and possibly a spouse. It is common for many seniors, especially those living alone, to depend on frozen dinners or quick snacks that contain little to no nutritional value. They may also acquire the habit of staying confined in their homes and consequently have few opportunities for outside activities. Seniors suffer from multiple obese-related illnesses such as diabetes, heart disease, high cholesterol and blood pressure, and they find obesity often aggravates their arthritis. Obesity is also associated with premature death.

3. Youth in After School & Summer Programming-Many parents who are raising children in this target area do not understand the importance of proper nutrition. They also do not understand the lasting effects that poor nutrition and obesity have on their children's long-term health status. Nor do they have access to resources to meet their children's need for daily exercise. Some of the children in this program are immigrants or refugees from war-torn countries. Their eating habits are poor and generally consist of foods that are high fat and calorie dense with disproportionate amounts of pre-packaged and convenience foods. Parents also rarely understand the importance of portion control, particularly with inactive children.

Detail specific methods you will use to achieve these objectives.

1. We will continue working with representatives from Jackson County Family Court to supply opportunities for individuals from the target group to utilize the Wellness Center.
2. Seniors will be recruited from area programs that provide services to older adults.
3. We will continue working with Longfellow Elementary School, Urban Youth Center and the Swope Corridor Renaissance program to serve children in this target group.



Section D: 2013 Program Information

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Program Name: Fitness/Nutrition Program

Evaluation

How can the success of each program be evaluated?

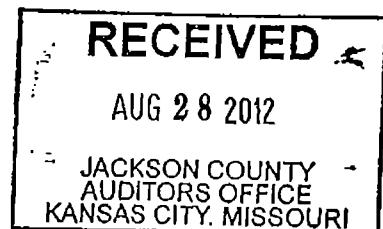
Indicate performance measures or statistics you will use to demonstrate the success of each program.

1. 80% of all participants will show an increase in healthy eating and nutrition knowledge.
2. Changes in healthy eating and nutrition knowledge will be measured by the Healthy Habits pre and post assessment. Tests will be modified or read aloud to assist participants as needed.
3. 80% of Senior citizen Health Initiative Project participants will work towards a healthy body fat and water percentage levels.
4. Creation of an Exercise and Healthy Living Plan will be used to assess Seniors working towards healthier levels.

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)

With permission we will list Jackson County on our website, program brochures.



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 **Calvary Community Outreach Network**, 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, **Calvary Community Outreach Network**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

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



Authorized Representative's Signature

Eric D. Williams
Printed Name

Executive Director
Title

10/31/13
Date

Subscribed and sworn before me this 31st day of October, 2013. I am commissioned, as a notary public within the County of Jackson, State of Missouri, and my commission expires on April 22, 2017.


Signature of Notary

C. OATES
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 22, 2017
Commission # 13469297

10/31/13
Date