

COOPERATIVE AGREEMENT

**AN AGREEMENT** by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **NORTHWEST COMMUNITIES DEVELOPMENT CORPORATION**, 217 S. Cedar Avenue, P.O. Box 520532, Independence, MO 64052, hereinafter called "NorthWest."

WHEREAS, the County and NorthWest desire to enter into an Agreement to provide funding to be used for its senior programs and program expenses; 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 NorthWest respectively promise, covenant, and agree with each other as follows:

1. **Services.** NorthWest shall provide services through its Independence Seniors 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 NorthWest the total amount of \$56,478.00 in quarterly installments of \$14,119.50 each, with the payment for the first quarter 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. The County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in

**FILED**  
MAR 22 2013  
MARY JO SPINO  
COUNTY CLERK

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, NorthWest 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 NorthWest's activities pursuant to this Agreement. NorthWest's failure to submit this annual report shall disqualify NorthWest 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.** NorthWest 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, NorthWest 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. **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 County further reserves the right to examine and audit, during reasonable office hours, the books, and records of NorthWest pertaining to its finances and operations.

8. **Default.** If NorthWest 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 NorthWest 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. **Appropriation of funds.** NorthWest and the County recognize that the County intends to satisfy its financial obligation to NorthWest 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 NorthWest 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.** NorthWest 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 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 NorthWest 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 NorthWest 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 NorthWest as verified by the County's audit.

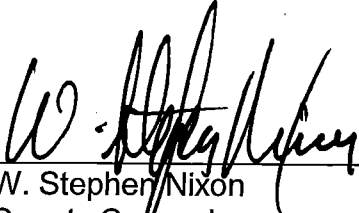
14. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

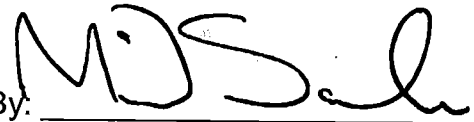
(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement this 22<sup>nd</sup>  
day of March, 2013.

APPROVED AS TO FORM:

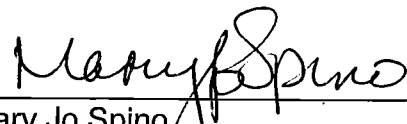
JACKSON COUNTY, MISSOURI


  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

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

ATTEST:

NORTHWEST COMMUNITIES  
DEVELOPMENT CORPORATION


  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

By:   
\_\_\_\_\_  
Executive Director  
Federal 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 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 \$56,478.00 which is hereby authorized.

March 19, 2013  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 002-7742-56789  
77422013001



# OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Email: auditor@jacksongov.org

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## Section A: Organization or Agency Information

Name:	NORTHWEST COMMUNITIES DEVELOPMENT CORPORATION		
Address:	217 SOUTH CEDAR, P.O.BOX 520532	INDEPENDENCE, MO 64052	
Phone No:	816-252-5094	Fax:	816-252-5118
Website Address:	nwcdc-mo.org		
Federal Tax ID No:	43-1822719	Fiscal Year Cycle:	JULY 1 TO JUNE 30
Executive Director:	BILL ROGERS		
Name and Title of Principal Contact Person:	Howard Penrod -BILL ROGERS		3/13/13
Phone No:	816-252-5094	Email Address:	hpenrod@nwcdc-mo.org
Submittal of this request has been authorized by: NWCDC BOARD OF DIRECTORS			
Date:	29-Aug-12		

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## 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		\$ -	0
State		\$ -	0
Jackson County	Jackson County Legislature - Outside Funding	\$ 86,478	13
Other Counties		\$ -	0
City	CDBG, City Council Goal Fund	\$ 206,500	32
Charity/Donations		\$ -	0
Fundraisers	Annual Gala Fundraiser	\$ 42,000	6
Other	United Way, Fndn grants, LINC, property sales, etc	\$ 315,624	49
<b>2013 Total Projected Revenue</b>		<b>\$ 650,602</b>	

### Agency's 2012 Revenue Information

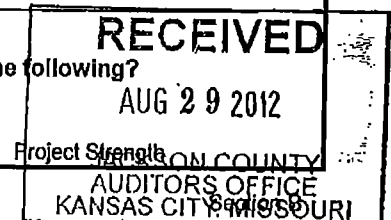
Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Weed and Seed Grant	\$ 34,915	3
State		\$ -	0
Jackson County	Jackson County Legislature - Outside Funding	\$ 86,478	9
Other Counties		\$ -	0
City	CDBG, HOME Funds, City Council Goals Fund	\$ 278,006	28
Charity/Donations		\$ -	0
Fundraisers	Annual Fundraiser - Gala	\$ 40,000	4
Other (please list)	United Way, Fndn grants, LINC, property sales, et	\$ 570,291	56
<b>2012 Total Revenue</b>		<b>\$ 1,009,690</b>	

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"/>	\$ 86,478	NW Indep Seniors Prog
<b>2012 Total Jackson County Funding</b>			<b>\$ 86,478</b>	

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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 1,000



## Section C: 2013 REVISED Program Budget

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

**Agency Name:** NORTHWEST COMMUNITIES DEVELOPMENT CORP.

**Program Name:** NORTHWEST INDEPENDENCE SENIORS PROGRAM

<b>Personal Services</b>			
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
Cook, Prep Cook, 50% of Nutrition Site Manager	41239	19%	\$ 8,000
Senior Program Coordinator	29120	50%	\$ 14,560
Transportation Manager & Drivers	16640	100%	\$ 16,640
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 39,200
Total Fringe Benefits - payroll taxes/benefits @ 10% of salary			\$ 3,920
<b>Total Personal Services</b>			<b>\$ 43,120</b>
<b>Contractual Services</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ -</b>
<b>Supplies</b>			
Program Supplies			\$ 1,000
Nutritional Services - food, small equipment, utilities, maintenance and repairs			\$ 12,358
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ 13,358</b>

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**Total Program Request \$ 56,478**

## Section D: 2013 Program Information

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

Agency Name: NORTHWEST COMMUNITIES DEVELOPMENT CORP.

Program Name: NORTHWEST INDEPENDENCE SENIORS PROGRAM

### Proposed Program

Detail functions to be performed by each program.

The NorthWest Independence Senior Program offers an array of services to senior citizens in western Independence, including a nutritional program that reaches into education, contract meal services with Independence Meals on Wheels, as well as serving daily congregate meals, a variety of senior program services and opportunities such as exercise classes, line dancing, tax preparation and financial consultation as well as educational, cultural and social programs, health services thru partnerships with Centerpoint Hospital and Truman Lakewood Medical Center and finally transportation services that support all the aspects of our services and programs:

#### Nutritional Programs

- Serve an average of 45 hot, nutritious meals to our seniors & handicapped Monday thru Friday
- Contracted with Independence Meals on Wheels program to provide their daily lunch program (avg of another 72 meals) Monday thru Friday
- Meet social dietary needs and restrictions that our seniors might have
- Partner with Harvesters by providing nutritional classes thru the "Project Strength " program. Offered twice a year with full classes each session.

#### Senior Education and Activity Program

- Exercise classes three days each week
- Line dancing classes two time a week
- Tax preparation and financial consultation opportunities
- Game days with various table games and activities offered daily
- Health and vision screenings provided by our partnering health groups
- Bingo on Thursday (avg attendance 90-100)
- Bi-weekly "JAM SESSIONS" with attendance of 60-80
- Day trips to The Riverside Community Center, Heritage Festival, Pecan Farm in the fall, Starlight Theater, R

#### Transportation Program - In addition to above mentioned trips:

- Pick up and return seniors at their homes or senior facilities 3 days each week
- Shopping days for seniors to do grocery shopping

We expect delivery of a new 22 passenger bus this fall which will help our growth in numbers of participants and increase the number of activities and programs offered. Our hope is to provide an early morning pick up for those that would like to come to the center and participate in our morning activities such as the exercise classes. Our health services are in the expanding stage. Our newest venue is part of our partnership with the Heritage Physicians Group located just off the Independence square in the Commerce Bank Building. We will be taking seniors to their morning appointments on Mondays and Tuesdays by picking seniors up at their homes, drop them off at the health clinic and then returning to return them to their homes or to the center later in the morning.

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## Section D: 2013 Program Information

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**Agency Name:** NORTHWEST COMMUNITIES DEVELOPMENT CORP.

**Program Name:** NORTHWEST INDEPENDENCE SENIORS PROGRAM

### Participants

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

Jackson, MO	approximately 21,474 duplicated participants
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

### Target Population

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

Our Senior Program is focused on elderly residents of western Independence 60 years of age and above. 1,614 people, or 13% of the area population were over age 62 at the 2000 Census. Most of the senior population is on a fixed income. 12% of the seniors are below the poverty line. These individuals face the loss of loved ones, physical deterioration, limited income, increasing isolation, loneliness and depression: these factors compound each other, undermining the physical and mental health of senior citizens. The addition of the our Independence Meals on Wheels participants will expand our services into areas of Independence that only this organization can reach. We are excited knowing that we are a part of seeing other senior citizens of Independence have hot nutritious meals that will meet their special dietary needs.

Would you provide these services to anyone at your door?

Answer  Yes or No

Is anyone denied services?

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 services:

Senior Program 88%

Indigent Program (Below Poverty Level) 12%

Senior Indigent Program %

What criteria do you have for the clients you serve?

Although we cater mainly to residents 60 and over and the handicapped, no resident is ever turned away.

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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: NORTHWEST COMMUNITIES DEVELOPMENT CORP.

Program Name: NORTHWEST INDEPENDENCE SENIORS PROGRAM

### Service Delivery Area

Identify your specific geographic service delivery area for each program.

Our service area is defined as: Forest Avenue on the east; 35th street on the south; Independence city limits on the west and north with the exception of that part of Sugar Creek that lies west of Forest Avenue. A map of senior intake forms indicates that while most of our participants reside in this area, a fair number are coming from the area between 35th street and 40 highway. Although we do have a specific service delivery area, we draw senior residents from all over Independence. We regularly pick up seniors from Sterling Plaza Apartments, Heritage House Senior Apartments, Samanthia Heights Senior Apartments and the Fairmount Plaza Senior Apartments and other seniors in the area who do not have transportation. We currently are able to do this on Wednesdays, Thursdays and Fridays for our lunch, bingo and other extracurricular activities throughout each month. We have raised the required matching funds needed for us to obtain a new 22 pasenger bus with handicap lift from the MoDot 5310 Special Transportation Program for Seniors and Handicapped. With the arrival of the new bus we plan of offering an earlier pick up for those sen

### 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.

Our senior program participants are clustered in western Independence, many within walking distance of the center. Since we do not offer programs in other counties, Jackson County funds are focused in a very concentrated manner on the needs of western Independence residents. As stated above, we are providing and expanding bus pick up services in 2012/13 for those living in the western Independence area.

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Section D

## Section D: 2013 Program Information

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

Agency Name: NORTHWEST COMMUNITIES DEVELOPMENT CORP.

Program Name: NORTHWEST INDEPENDENCE SENIORS PROGRAM

### Approach & Method

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

Increase the relationships and social networks of seniors. Through our partnership with other senior service providers, we are able to offer several support services to those seniors that come to our center.

Provide services that respond to specific needs: social, mental, physical health and nutritional meals.

As a result of the first two goals, increase the senior's physical and mental health.

Detail specific methods you will use to achieve these objectives.

We are providing hot, nutritious meals that meet their special dietary needs five (5) days each week, exercise classes six (6) times each week, line dancing classes twice each week along with a variety of educational and supportive classes designed to meet specific individual needs. We are providing transportation for those needing medical help on Monday and Tuesday mornings and providing hot, nutritious meals meeting special dietary needs Monday thru Friday for the participants of the Independence Meals on Wheels program. There are many other programs and services that are anchored by our lunch program, including tax preparation, Bingo, quilting classes, holiday and seasonal events and our new "JAM" program bi-weekly. As important as the programs, is the sense of warmth and community that we have developed around the seniors who participate. We have increased our bus pick up from two to three days with plans to expand even more with the arrival of our new bus.

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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: NORTHWEST COMMUNITIES DEVELOPMENT CORP.

Program Name: NORTHWEST INDEPENDENCE SENIORS 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.

We are measuring success based upon the number of participants who report better nutrition and better physical and mental health as a result of our program. Using a nationally tested questionnaire, we survey our program participants in January of each new year to find: 60% of our participants report better nutrition, 90.2% report an increase in their social network, 80% report better physical health, 80.65% report better mental health as a result of participating in the Senior Program and 78.38% said they were able to maintain their independence as a result of the programs at the Center. We will be using this questionnaire again this fall and next year and will use these performance measures to evaluate the success of our program.

### 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)

As soon as we know that the Jackson County funding is secured, we announce and celebrate: at our congregate meals for seniors; on our website; in news releases and in Community Focus articles that one of our Board members maintains in The Examiner, the local Independence newspaper.

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Exhibit B

**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 Corporation**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Northwest Communities Development Corporation**, 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.)

*Howard B. Ferriol*  
Authorized Representative's Signature  
Executive Director  
Title

Howard B. Ferriol  
Printed Name  
3-12-13  
Date

Subscribed and sworn before me this 12<sup>th</sup> day of MARCH, 2013. I am commissioned as a notary public within the County of JACKSON, State of Missouri, and my commission expires on September 10, 2013.

*Dennis J. Howe*  
Signature of Notary

MARCH 12, 2013  
Date

