

COOPERATIVE AGREEMENT

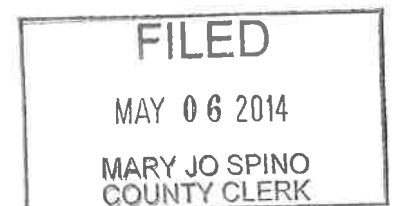
**THIS AGREEMENT**, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **ONE GOOD MEAL, PO BOX 2222, LEE'S SUMMIT, MO 64063**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for its meal program; and,

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

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

1. **Services**. One Good Meal shall provide services through its meal program as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 31, 2014. Any changes to the budget must be approved by the Jackson County Legislature.



2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$20,000.00** in quarterly installments of **\$5,000.00**, 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 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, 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 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 Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

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

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage

- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

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

finances and operations. 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, 2014, and shall continue until December 31, 2014, 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  
Q. Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**One Good Meal**  
Cathy Fuhrman  
PO Box 2222  
Lee's Summit, MO 64063  
(816) 678-1863

18. **Compliance**. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code.



Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **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 10th day of May, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

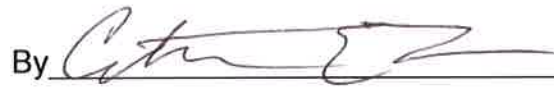
  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

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

ATTEST:

ONE GOOD MEAL

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

By   
\_\_\_\_\_  
Title Board Member  
Federal Tax I.D. 43-1779562

**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 \$20,000.00, which is hereby authorized.

May 2, 2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 002-7706-56789

77062014001



# OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)

Section A: Organization or Agency Information . . . . .	page 1
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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: One Good Meal

Address: P.O. Box 2222; Lee's Summit MO Zip Code: 64063-2919

Phone No: 816-547-6394 Fax:

Website Address: [www.onegoodmeal.org](http://www.onegoodmeal.org)

Federal Tax ID No: 43-1779562 Fiscal Year Cycle: April 1 - March 31

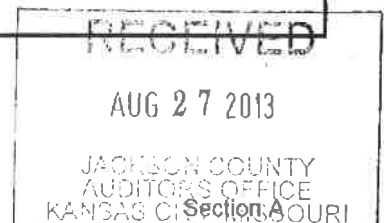
Executive Director: Roberta McArthur

Name and Title of Principal Contact Person: Cathy Fuhrman

Phone No: 816-678-1863 Email Address: [cef578@aol.com](mailto:cef578@aol.com)

Submittal of this request has been authorized by:

Date:



## Section B: Agency's 2013 and 2014 Revenue Information

### Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County	Outside Agency Funding	\$ 20,000	15
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Individuals & Corporate	\$ 22,564	17
Fundraisers	Bake Sales; Community Events	\$ 17,000	13
Other	Client Meal Revenue	\$ 69,660	54
<b>2014 Total Projected Revenue</b>		<b>\$ 129,224</b>	

### Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County	Outside Agency Funding	\$ 10,000	10
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Individuals & Corporate	\$ 10,100	10
Fundraisers	Bake Sales; Community Events	\$ 10,000	10
Other (please list)	Client Meal Revenue	\$ 69,660	70
<b>2013 Total Revenue</b>		<b>\$ 99,760</b>	

**If your agency received funding from Jackson County in 2013,  
please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	X <input type="checkbox"/>	<input type="checkbox"/>	\$ 10,000	
<b>2013 Total Jackson County Funding</b>			<b>\$ 10,000</b>	

**Did your agency receive funding or resources in 2013 from either of the following?**

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

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KANSAS CITY, MISSOURI

Section B

## Section C: 2014 Program Budget

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

**Agency Name:** One Good Meal

**Program Name:** One Good Meal

<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
N/A - 100% Volunteer Organization			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
<b>Total Personal Services</b>			<b>\$ -</b>
<b>Contractual Services</b>			
As a 100% volunteer organization, all monies received under this contact will be used to purchase food for clients unable to pay themselves.			\$ -
			\$ 20,000
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ 20,000</b>
<b>Supplies</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ -</b>

**Total Program Request \$**

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JACKSON, MISSOURI

**20,000**

## Section D: 2014 Program Information

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

Agency Name: One Good Meal

Program Name: One Good Meal

### Proposed Program

Detail functions to be performed by each program.

One Good Meal serves mid-day meals Monday through Friday to seniors and homebound individuals in Lee's Summit & Greenwood regardless of income. We serve 85-100 meals every day of operation. Because One Good Meal exists, anyone in need can receive a nutritious meal. Hy-Vee supplies the main dish and side dishes at a reduced cost and contributions for individuals and organizations go to help purchase the Styrofoam containers. Volunteers supply the desserts.

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KANSAS CITY, MISSOURI

Section D

## Section D: 2014 Program Information

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

**Agency Name:** One Good Meal

**Program Name:** One Good Meal

### Participants

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

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

### Target Population

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

One Good Meal will deliver a noon-time meal to any senior or homebound individual within our serving area regardless of race, sex, nationality or creed.

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 service

Senior Program %

Indigent Program (Below Poverty Level) %

Senior Indigent Program %

What criteria do you have for the clients you serve?

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## Section D: 2014 Program Information

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

Agency Name: One Good Meal

Program Name: One Good Meal

### Service Delivery Area

Identify your specific geographic service delivery area for each program.

Lee's Summit and Greenwood, 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.

One Good meal only serves clients residing in Jackson County.

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AUDITORS OFFICE  
KANSAS CITY Section D OUR



## Section D: 2014 Program Information

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

Agency Name: One Good Meal

Program Name: One Good Meal

### Approach & Method

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

1. Serve a noon-time meal to those in need regardless of income.

2. Offer Community Service opportunities to students and court-ordered individuals.

3.

Detail specific methods you will use to achieve these objectives.

**Meal Delivery:** Since 1996 One Good Meal has developed a system for organizing meal delivery to individuals in need. A strong team of volunteers arrive at Martin Luther Lutheran Church to divide food purchased from Hy-Vee into "to-go" boxes. These boxes are then organized by delivery route and packed into coolers with hot "bean-bags" to keep the food warm. A team of drivers is then dispatched to deliver the meals needed for that day. The meals consist of a main dish, two sides, bread & butter and a dessert. A team of volunteers supply desserts. Clients are referred to One Good Meal, learn about us from a neighbor or relative, or a relative learns about us through our many community activities such as Lee's Summit Downtown Days, John Knox Craft Sales, etc. **Community Service Opportunities:** One Good Meal receives court appointed community service volunteers from three counties; Jackson, Cass and Clay. Additionally, high school students working to complete their graduation community service hours often join our volunteer base.

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KANSAS CITY, MISSOURI

## Section D: 2014 Program Information

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

Agency Name: One Good Meal

Program Name: One Good Meal

### 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.

Program success is tracked by the number of clients served and community service hours logged. Client history sheets are used to record meal delivery. Community service hours are tracked and reported to schools or courts as needed.

### 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)

One Good Meal enjoys an excellent working relationship with the local media outlets in Lee's Summit. Press releases and news articles will be submitted as appropriate to local newspapers.

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Section D/E  
KANSAS CITY, MISSOURI

WORK AUTHORIZATION AFFIDAVIT

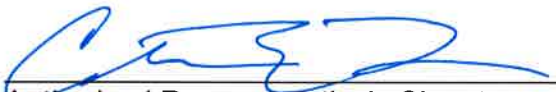
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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 **ONE GOOD MEAL**, 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, **ONE GOOD MEAL**, 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  
Board Member  
Title

Catherine E. Fabrisson  
Printed Name  
4/28/14  
Date

Subscribed and sworn before me this 28<sup>th</sup> day of April, 2014. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on 4/22/15.

  
Signature of Notary

4/28/14  
Date