

RGK
4/9/13

Res. 18053

COOPERATIVE AGREEMENT
(Food Assistance Program)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **OPERATION BREAKTHROUGH, INC.**, 3039 Troost, 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 food assistance program; and,

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

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 relating to its food assistance program, as is more fully set out in the attached proposal designated as Exhibit A, and incorporated herein by reference.

2. **Terms of Payment.** The County agrees to pay to Agency the total amount of \$8,531.00, in quarterly installments of \$2,132.75 each. The payment for the first quarter will be made within 30 days after the 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 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.

FILED
APR 04 2013
MARY JO SPINO
COUNTY CLERK

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 reports for the first quarter shall be submitted within 30 days after the execution of this Agreement, or within 30 days after the execution of this Agreement, whichever comes later. 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 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) 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.** The 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, the 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. **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.

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 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, its officers, employees, or agents during the performance of this Agreement.

11. **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.

12. **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.

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 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 the 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 4th
day of April, 2013.

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:
Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

OPERATION BREAKTHROUGH, INC.
By: Susan Stanton
Executive Director
Federal I.D. No: 43-0971560

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 \$8,531.00 which is hereby authorized.

April 1, 2013
Date

Director of Finance and Purchasing
Director of Finance and Purchasing
Account No: 002-7743-56789
77432013004

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 **Operation Breakthrough, Inc.**, 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, **Operation Breakthrough, Inc.**, 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.)

Susan Stanton
Authorized Representative's Signature

Susan Stanton
Printed Name

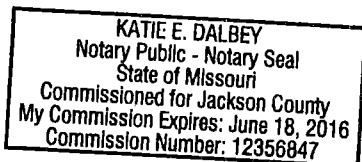
CEO
Title

3/29/13
Date

Subscribed and sworn before me this 29 day of March, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 6/18/16.

Katie E. Dalbey
Signature of Notary

3/29/13
Date



18053

Food Assistance Program



**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: Operation Breakthrough, Inc.

Address: 3039 Troost Avenue, Kansas City, MO 64109

Phone No: (816) 756-3511

Fax: (816) 329-5235

Website Address: www.operationbreakthrough.org

Federal Tax ID No: 43-0971560

Fiscal Year Cycle: 11/1 - 10/31

Executive Director: Susan Stanton

Name and Title of Principal Contact Person:

Marsha Gillespie, Grants Manager

Phone No: (816) 329-5258

Email Address: marshag@operationbreakthrough.org

Submission of this request has been authorized by: Susan Stanton

Date: August 29, 2012

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JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section A

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 | Head Start, Early Head Start, USDA | \$ 1,564,160 | 26 |
| State | MO DSS Childcare Asst, Children's Trust Fund | \$ 862,529 | 14 |
| Jackson County | COMBAT, Mental Health, HRC, Legislature | \$ 148,901 | 2 |
| Other Counties | n/a | \$ - | 0 |
| City | CDBG | \$ 117,000 | 2 |
| Charity/Donations | Individual Donations | \$ 1,320,000 | 22 |
| Fundraisers | Annual Dinner & Auction, other FR events | \$ 1,076,000 | 18 |
| Other | Grants from Private Foundations | \$ 995,774 | 16 |
| 2013 Total Projected Revenue | | \$ 6,084,364 | |

Agency's 2012 Revenue Information

| Funding Entity | Agency's 2012 Total Revenue Source You Received Funding From | Amount | % of Total Revenue |
|---------------------------|--|---------------------|--------------------|
| Federal | Head Start, Early Head Start, USDA | \$ 1,564,160 | 26 |
| State | MO DSS Childcare Asst, Children's Trust Fund | \$ 862,529 | 14 |
| Jackson County | COMBAT, Mental Health, HRC, Legislature | \$ 148,901 | 2 |
| Other Counties | n/a | \$ - | 0 |
| City | CDBG | \$ 117,000 | 2 |
| Charity/Donations | Individual Donations | \$ 1,320,000 | 22 |
| Fundraisers | Annual Dinner & Auction, other FR events | \$ 1,076,000 | 18 |
| Other (please list) | Grants from Private Donations | \$ 995,774 | 16 |
| 2012 Total Revenue | | \$ 6,084,364 | |

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 checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 35,500 | Violence Prevention/Youth Dev |
| Mental Health Levy | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 39,816 | Adult Mental Health |
| Board of Services for Developmentally Disabled | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$ - | |
| Domestic Violence Board | <input type="checkbox"/> | <input checked="" type="checkbox"/> | \$ - | |
| Housing Resources Commission | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 12,000 | Housing Asst/Case Mgmt |
| Outside Agency Program | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ 61,585 | Speech/Psych/Food Assistance |
| 2012 Total Jackson County Funding | | | \$ 148,901 | |

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"/> | \$ - |

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Section C: REVISED 2013 Program Budget

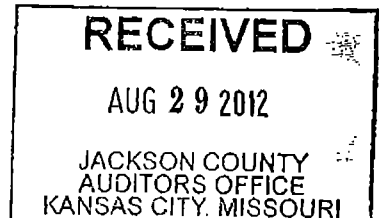
Complete a separate program budget for each program your agency is applying for funding.

Agency Name: Operation Breakthrough, Inc.

Program Name: Food Assistance

| Personal Services | | | |
|-----------------------------------|--------------|--------------------------------|-----------------------------------|
| Position / Title | Total Salary | to be funded by Jackson Co. | to be funded by Jackson County |
| L Blasi, Case Manager | \$37,000 | 6% | \$ 2,351 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total Salaries | | | \$ 2,351 |
| Total Benefits - FICA only | | | \$ 180 |
| Total Personal Services | | | \$ 2,531 |
| Contractual Services | | | |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total Contractual Services | | | |
| Supplies | | | |
| Groceries for Food Pantry | | | \$ 6,000 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Total Supplies | | | \$ 6,000 |

Total Program Request \$ 8,531



Section D: 2013 Program Information

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

Agency Name: Operation Breakthrough, Inc.

Program Name: Food Assistance Program

| Participants | |
|---|----------------------------|
| Identify the number of participants by County that each program serves. | |
| Jackson, MO | 140-170 families per month |
| Clay, Platte, Cass, MO | |
| Wyandotte, Johnson, KS | |
| Other Missouri | |
| Target Population | |
| Describe target population and demographics to be served by each program. | |
| <p>The program targets children enrolled in Operation Breakthrough's early education programs who have been clinically diagnosed with speech/language delays. Typically, 60-80 of those enrolled require specialized services to help them overcome these delays. Overall, 87% of the families served by Operation Breakthrough are African American and 90% live below federal poverty guidelines; 26% are homeless. Over 96% of these families are headed by single women. Currently, over 25% of families are homeless. 78% live on less than \$15,000 a year, including all forms of public assistance; 58% live on less than \$10,000 a year. Approximately 22% of parents are not working, primarily due to homelessness, substance abuse and/or mental health problems. Another 24% are without earnings while enrolled in GED, college or employment training programs. Nearly one-third of families have no health insurance; 54% of children are on Medicaid. Typically, 15-20% of enrolled children require individual/group therapy and/or psychiatric services to address problems associated with maladaptive functioning and attachment disorders, largely the result of exposure to family violence, abuse or other trauma.</p> | |
| <p>Would you provide these services to anyone at your door? No, children must be enrolled at OB. Is anyone denied services? All enrolled families are eligible to receive services. What level of indigents (below poverty level) do you serve? 90% are below poverty line Please classify your program from the following types by percentage of your agency's overall service: Senior Program Indigent Program (Below Poverty Level) 90% Senior Indigent Program</p> <p>What criteria do you have for the clients you serve? Operation Breakthrough serves 500+ low-income children and their families living in Kansas City's urban core. Although families are expected to qualify for state childcare subsidies, OB cares for approximately 120-150 homeless or unsubsidized children each month, at no charge and without reimbursement. When vacancies arise, childcare slots are filled from a waiting list of over 900 children, with homeless children receiving top priority.</p> | |

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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: Operation Breakthrough, Inc.

Program Name: Food Assistance Program

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Seventy-one percent of the children enrolled at Operation Breakthrough live in the Center's core geographical service area, bounded by 9th Street on the north, Oak on the west, 75th Street on the south, and Topping on the east. This service area includes a significant portion of Kansas City's 3rd Council District, which is often characterized as the city's "urban core." 100% of the families served reside in Jackson County.

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County
Family statistical data, including residential zip code, is collected on all clients at the time of enrollment and maintained in agency databases, allowing us to ensure that funds from Jackson County will be utilized only for the benefit of Jackson County residents.

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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: Operation Breakthrough, Inc.

Program Name: Food Assistance Program

Approach & Method

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

Provide food/nutritional assistance to children and families experiencing food insufficiency.

Detail specific methods you will use to achieve these objectives.

Each of Operation Breakthrough's five case managers is assigned to a specific 'neighborhood' (cluster of classrooms) at the Center and is responsible for assessing the needs of each family in that neighborhood and assisting them in getting those needs met, either through services provided by the Center on-site or through referrals to other community resources. Interdisciplinary teams (consisting of education coordinators, a mental health professional, the health services coordinator, and case managers) meet each week to ensure children's and families' needs are being addressed appropriately and to discuss each families' progress toward goals and to address current challenges. Access to on-site services are monitored and tracked by each case manager. In addition to ancillary services (health, dental, vision, and mental health care), case managers provide emergency assistance (food, clothing, diapers, household goods and furniture) as needed and clinical case management to those in crisis to address issues surrounding unemployment, homelessness, and/or food insecurity. These families meet with their case manager on a regular basis to establish goals and discuss progress. Families needing food assistance can access the Center's food pantry once a month, or more often if needed. Laura Blasi, one of our case managers, manages the pantry, ordering grocery bags, food from Harvesters, and overseeing food donations.

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AUDITORS OFFICE
KANSAS CITY MISSOURI

Section D: 2013 Program Information

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

Agency Name: Operation Breakthrough, Inc.

Program Name: Food Assistance 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.

Program success is based on the number of families experiencing food insufficiency who receive groceries through the Center's food pantry, typically 140 - 170 families each month.

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)

Operation Breakthrough constituents will be apprised of the generous contributions of Jackson Co. taxpayers through an article placed in Operation Breakthrough's newsletter, which is published 3 times and year and distributed to over 12,000 households throughout the metropolitan area. Newsletter articles are also posted on our website. In addition, a sign acknowledging Jackson County's contribution will be placed in the Food Pantry.

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