

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **ONE GOOD MEAL**, P.O. Box 2222, Lee's Summit, MO 64063.

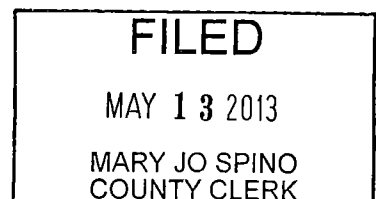
WHEREAS, the County and One Good Meal desire to enter into an Agreement to provide funding to be used for its meal program; and,

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 One Good Meal 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.

2. **Terms of Payment.** The County agrees to pay to One Good Meal the total amount of \$10,000.00 in quarterly installments of 2,500.00 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 One Good Meal'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, One Good Meal 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 One Good Meal's activities pursuant to this Agreement. One Good Meal's failure to submit this annual report shall disqualify One Good Meal 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.** One Good Meal 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, One Good Meal agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

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

7. **Default.** If One Good Meal 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 One Good Meal within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

8. **Conflict of Interest.** One Good Meal warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be

interested in or receive any benefit from the profits or emoluments of this Agreement.

9. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, One Good Meal 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, One Good Meal 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. **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.

11. **Appropriation of funds.** One Good Meal and the County recognize that the County intends to satisfy its financial obligation to One Good Meal 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 One Good Meal 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.

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 One Good Meal 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 One Good Meal 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

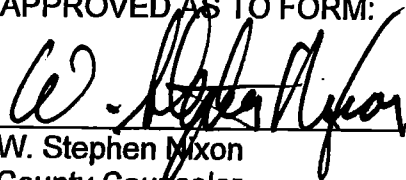
by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by One Good Meal as verified by the County's audit.

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 25th
day of April, 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

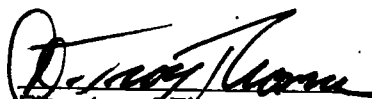
ONE GOOD MEAL

By: 
Executive Director
Federal 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 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 \$10,000.00 which is hereby authorized.

May 9, 2013
Date


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

77062013 001



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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 JACKSON COUNTY
 AUDITORS OFFICE
 KANSAS CITY MISSOURI

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Section A: Organization or Agency Information

Name: One Good Meal	
Address: P.O. Box 2222; Lee's Summit, MO 64063-2919	
Phone No: 816-547-6394	Fax:
Website Address: 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: cathyfuhrman@sbcglobal.net
Submittal of this request has been authorized by:	
Date:	

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		\$ 10,000	13
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Individuals & Corporate	\$ 16,550	21
Fundraisers	Bake Sales; Community Events	\$ 16,000	20
Other	Client Meal Revenue	\$ 36,663	46
2013 Total Projected Revenue		\$ 79,213	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County		\$ 10,000	14
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	Individuals & Corporate	\$ 10,100	14
Fundraisers	Bake Sales, Community Events	\$ 16,000	22
Other (please list)	Client Meal Revenue	\$ 36,663	50
2012 Total Revenue		\$ 72,763	

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"/>	\$ 10,000	
2012 Total Jackson County Funding			\$ 10,000	

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 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

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
N/A - 100% volunteer organization			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
As a 100% volunteer organization, all monies received under this contract will be used to purchase food for clients unable to pay themselves.			\$ 10,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 10,000

Total Program Request \$ 10,000

Section D: 2013 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.

1) Meal Delivery - Deliver a hot, noon-time meal to seniors and homebound individuals in need of food. 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 80-95 meals every day of operation. Because One Good Meal exists, anyone in need can receive a hot, nutritious meal. Hy-Vee supplies the main dish and two side dishes at a reduced cost. Volunteers supply the desserts.

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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: One Good Meal

Program Name: One Good Meal

Participants

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

Jackson, MO	80-95 day;	<div style="border: 1px solid black; padding: 5px; margin: auto;"> <p>RECEIVED</p> <p>AUG 27 2012</p> <p>JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI</p> </div>
Clay, Platte, Cass, MO	3-7 in Cass.	
Wyandotte, Johnson, KS		
Other Missouri		

Target Population

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

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

Would you provide these services to anyone at your door? Yes

Answer Yes or No

Is anyone denied services? No

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	95 %
Indigent Program (Below Poverty Level)	60%
Senior Indigent Program	%

What criteria do you have for the clients you serve?

We attempt to serve everyone who contacts us with a need.

Section D: 2013 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

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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.

All funds received from Jackson County will be used to purchase food for Jackson County residence. 95% of One Good Meal clients are Jackson County residence.

Section D: 2013 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 hot, noon-time meal to those in need regardless of income.

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KANSAS CITY, MISSOURI

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

3.

Detail specific methods you will use to achieve these objectives.

1) Meal Delivery: Over the past 18 years One Good Meal has developed a system for organizing noon-time meal delivery to individuals in need. A strong team of volunteers arrive at Martin Luther Lutheran 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. 2) 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.

Section D: 2013 Program Information

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

Agency Name:	One Good Meal	RECEIVED
Program Name:	One Good Meal	AUG 27 2012
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		KANSAS CITY, MISSOURI

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.

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)

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.)

[Signature]
Authorized Representative's Signature

Catherine E Fahrman
Printed Name

Board Member
Title

4/25/13
Date

Subscribed and sworn before me this 26th day of April, 2013. I am commissioned as a notary public within the County of JACKSON, State of MISSOURI, and my commission expires on August

[Signature]
Signature of Notary

4-26-13
Date

