

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **OPERATION BREAKTHROUGH, INC.**, 3039 Troost, Kansas City, Missouri 64109, hereinafter called "Organization."

WHEREAS, the County and Organization 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 Organization respectively promise, covenant and agree with each other as follows:

1. **Services.** Organization 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. 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 Office 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 to Organization the total amount of **\$8,531.00** in quarterly installments of **\$2,132.75** 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 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.** 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 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 contract unless Organization has 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 Organization's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the Organization'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), (5) a paid tax receipt on all properties owned by organization or notice of exemption. If an Organization has previously received County funding, to be eligible for future payments, an Organization must submit either an audited financial statement for the Organization'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 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 County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Organization pertaining to its finances and operations. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Director of Finance and

Purchasing prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

8. **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

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 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. **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) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

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 as of 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 obligation 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
Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Operation Breakthrough
Marsha Gillespie
Grants Manager
3039 Troost Avenue, KCMO 64109
816-756-3511

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 promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this

Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

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

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

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 parties have executed this Agreement this 20th
day of March, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

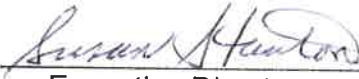

W. Stephen Nixon
County Counselor

By: 
Michael D. Sanders
County Executive

ATTEST:

OPERATION BREAKTHROUGH


Mary Jo Spino
Clerk of the Legislature

By: 
Executive Director
Federal ID 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.

March 18, 2014
Date


Director of Finance and Purchasing
Account No. 002-7743-56789

77432014003



OUTSIDE AGENCY FUNDING REQUEST FORM 2014 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: Operation Breakthrough, Inc.

Address: 3039 Troost Avenue, KCMO 64109 Zip Code: 64109

Phone No: (816) 756-3511 Fax: (816) 329-5289

Website Address: www.operationbreakthrough.org

Federal Tax ID No: 43-0971560 Fiscal Year Cycle: 11/1 - 10/31

Executive Director: Susan Stanton, CEO

Name and Title of Principal Contact Person: Marsha Gillespie, Grants Manager

Phone No: (816) 329-5258 Email Address: marshag@operationbreakthrough.org

Submittal of this request has been authorized by: Susan Stanton, CEO

Date:

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JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section A

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	Head Start, Early Head Start, USDA	\$ 1,477,760	22
State	MO DSS Childcare Asst, Children's Trust Fund	\$ 656,000	10
Jackson County	COMBAT, Mental Health, HRC, Outside Agency	\$ 153,346	2
Other Counties	n/a	\$ -	0
City	CDBG	\$ 159,953	2
Charity/Donations	Individual Donations	\$ 1,850,000	28
Fundraisers	Annual Dinner & Auction, other FR events	\$ 1,215,000	18
Other	Grants from Private Foundations, Corporations	\$ 1,151,950	17
2014 Total Projected Revenue		\$ 6,664,009	

Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Head Start, Early Head Start, USDA	\$ 1,477,760	20
State	MO DSS Childcare Asst, Children's Trust Fund	\$ 656,000	9
Jackson County	COMBAT, Mental Health, HRC, Outside Agency	\$ 149,924	2
Other Counties	n/a	\$ -	0
City	CDBG	\$ 159,953	2
Charity/Donations	Individual Donations	\$ 2,313,424	32
Fundraisers	Annual event, other FR events & activities	\$ 1,362,553	19
Other (please list)	Grants from Private Foundations	\$ 1,182,144	16
2013 Total Revenue		\$ 7,301,758	

**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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 38,000	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 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"/>	\$ 60,108	Speech Therapy, Psych/Food Assl
2013 Total Jackson County Funding			\$ 149,924	

Did your agency receive funding or resources in 2013 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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JACKSON COUNTY
AUDITORS OFFICE
KANSAAS 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: Operation Breakthrough, Inc.

Program Name: Food Assistance

Personal Services			
Position / Title	Annual Salary	to be funded by Jackson Co.	to be funded by Jackson County
Case Manager	40,600	6%	\$ 2,436
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 2,436
Total Fringe Benefits - FICA only			\$ 186
Total Personal Services			\$ 2,622
Contractual Services			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
Groceries for Food Pantry			\$ 5,909
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 5,909

Total Program Request \$ 8,531

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JACKSON COUNTY
AUDITORS OFFICE
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: Operation Breakthrough, Inc.

Program Name: Food Assistance

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Over 50% of the families served by Operation Breakthrough live in the seven zip codes immediately surrounding our facility at 31st & Troost. The highest concentrations are in zip codes 64109, 64130, 64128, and 64127, with fewer residing in zip codes 64108, 64111, 64110 and outlying areas.

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 or re-enrollment (each September) and maintained in agency databases, allowing us to easily ensure that funds from Jackson County are utilized only for the benefit of Jackson County residents.

Approach & Method

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

1. Provide food/nutritional assistance to children and families who are experiencing food insecurity.
- 2.
- 3.

Detail specific methods you will use to achieve these objectives.

Each of Operation Breakthrough's four Family Advocates (case managers) is assigned to a specific 'neighborhood' (cluster of classrooms) at the Center and serves as the case manager for the parents/caregivers in that neighborhood. Family Advocates assess and prioritize each family's needs and facilitates access to services, whether on-site at the Center or through referrals to other community resources. The neighborhood interdisciplinary team (consisting of the neighborhood's Education Coordinator, Therapist, and Family Advocate, along with OB's Health Services Coordinator) meet each week to ensure children's and families' needs are being addressed appropriately and to discuss each family's progress toward goals and current challenges. Family Advocates provide access to ancillary services (such as health, dental, and mental health care) as well as emergency aid (food, clothing, diapers, household goods and furniture) as needed. Families needing food assistance can access the Center's food pantry once a month, or more often if needed. One of our Family Advocates manages the food pantry, ordering grocery bags, food from Harvesters, and overseeing food donations and restocking. Family Advocates also provide crisis counseling and clinical case management to help address the underlying issues surrounding unemployment, homelessness, and/or food insecurity. Families participating in case management meet with their Family Advocate on a regular basis to establish goals and discuss progress.

Evaluation

How can the success of each program be evaluated?

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. Services provided are tracked in the MAAC database system.

Notification

How will your organization make clients, the public and the media

Clients, the public, media, and agency supporters will be apprised of the generous contributions of Jackson County taxpayers through an article placed in Operation Breakthrough's newsletter, which is published 2 - 3 times a year and sent to 11,000 households throughout the metropolitan area. Newsletter articles are also posted on our website. In addition, a sign in the Food Pantry acknowledges those contributing to the program.

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JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

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**, (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, **Operation Breakthrough**, 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
CEO
Title

Susan Stanton
Printed Name
3/10/14
Date

Subscribed and sworn before me this 10th day of March, 2014. I am commissioned as a notary public within the County of Platte, State of Missouri, and my commission expires on 6/27/15.

Jennifer A. Diaz
Signature of Notary

3/10/14
Date

JENNIFER L. DIAZ
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
PLATTE COUNTY
MY COMMISSION EXPIRES 6/27/2015
COMMISSION # 11208702