

**COOPERATIVE AGREEMENT**  
(Nutrition Incentive Program)

**R. 19051**

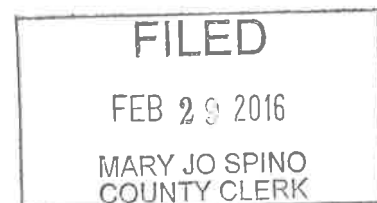
AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "Organization."

WHEREAS, the County deems it to be in the best interest of its citizenry to support programs and services for low-income families as provided by Organization and other agencies, under subcontracts with Organization; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and Organization agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services To Be Provided.** Organization and its partners shall assist low-income participants in obtaining fresh produce at area grocery stores and farmers markets, as is more fully set out in the document attached hereto, as Exhibit A. 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, 2016. Any changes to the budget must be approved by the Jackson County Legislature.
2. **Terms of Payment.** Upon execution of this Agreement, County shall pay



Organization the sum of **\$5,000.00**. 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. **Annual Report**. Organization shall submit an annual report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to Organization by the County were used for the purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2016. Failure to submit said 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. **Audit**. The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to the finances and operations of Organization.

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, 2016, and shall continue until December 31, 2016, 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. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Mid-America Regional Council**  
Marlene Nagel  
600 Broadway, Suite 200  
Kansas City, MO 64105  
816-474-4240

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 County and Organization have executed this Agreement this 29<sup>th</sup> day of February, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

By Frank White, Jr.  
Frank White, Jr.  
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL

Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

By Executive Director  
Executive Director  
Federal I.D. # 43-0976432

**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 \$5,000.00 which is hereby authorized.

February 24 2016  
Date

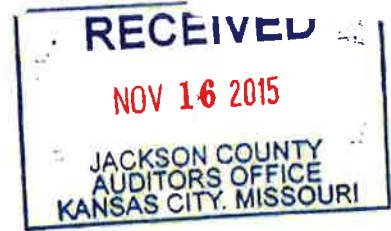
Director of Finance and Purchasing  
Director of Finance and Purchasing  
Account No. 002-7902-56789

PC 79022016003



**2016 OUTSIDE AGENCY FUNDING REQUEST**

415 E 12th Street, 2nd Floor  
 Kansas City, MO 64106  
 Email: auditor@jacksongov.org



New Agency Request   
 Previously Funded

|  |  |
|--|--|
| Name: <b>Mid-America Regional Council</b>            |  |
| Address: <b>600 Broadway</b>                         | City: <b>Kansas City</b> State: <b>MO</b> Zip Code: <b>64105</b> |
| Phone No: <b>(816) 474-4240</b>                      | Website: <b>www.marc.org</b>                                     |
| Federal Tax ID No: <b>48-0976432</b>                 | Fiscal Year: <b>2016</b>   |
| Executive Director/President:<br><b>David Warm</b>   | Phone: <b>(816) 474-4240</b><br>Email: <b>dwarm@marc.org</b>     |
| Principal Contact:<br><b>Marlene Nagel</b>           | Phone: <b>(816) 701-8218</b><br>Email: <b>mnagel@marc.org</b>    |
| Total # of Programs Requesting Funding For: <b>1</b> | Total Amount Requested: <b>\$ 5,000</b>                          |

Please complete the following sections for your 2016 Outside Agency Proposal.  
 Section B and Section C must be filled out for each program you are requesting funding for.

- Section A: Agency Revenue Information
- Section B: Program Budget Request
- Section C: Program Information



# Section A Agency Revenue Information

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 JACKSON COUNTY  
 AUDITORS OFFICE  
 KANSAS CITY, MISSOURI

| Funding Entity      | Source Description  | Actual               | Projected            |
|---------------------|---|----------------------|----------------------|
| Federal             | various direct and pass through grants  | \$ 40,191,204        | \$ 38,795,588        |
| State               | various grants  | \$ 2,612,910         | \$ 2,998,346         |
| Jackson County      | various grants and dues   | \$ 433,388           | \$ 439,669           |
| City of Kansas City | various grants and dues   | \$ 117,194           | \$ 148,503           |
| Charity/Donations   | in kind contributed services and program income                                     | \$ 10,069,952        | \$ 9,279,144         |
| Fundraisers         | none  |                      |                      |
| Other               | foundation, other local government, project and user fees, misc and interest income | \$ 7,641,327         | \$ 7,556,641         |
|                     |   | <b>\$ 61,065,975</b> | <b>\$ 59,217,891</b> |

Does your agency have cash reserves? YES  NO   
 If so, what is the current balance? \$ 661,067

Please check all Jackson County sources your agency received funding from in 2015:

- Board of Services for Developmentally Disabled
- COMBAT
- Domestic Violence Board
- Housing Resources Commission
- Mental Health Levy
- Outside Agency

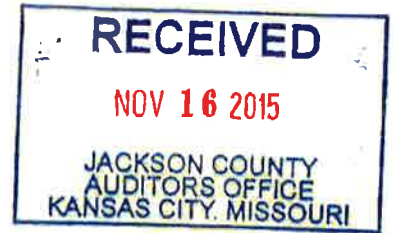
Please check any of the following your agency received funding or resources from in 2015:

|                              | Goods                    | Services                 | Cash                     | Amount |
|------------------------------|--------------------------|--------------------------|--------------------------|--------|
| Harvesters                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Mid America Regional Council | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |        |
| MAAC Link                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |        |
| United Way                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |        |
| Other: _____                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |        |





# Section C 2016 Program Information



**Agency Name:**  
Mid-America Regional Council

**Program:**  
Nutrition Incentive Program

## Proposed Program

Detail functions to be performed.

MARC will partner with Cultivate KC, the University of Kansas Medical Center, national nonprofit Fair Food Network and others to provide incentives to SNAP (Supplemental Nutrition Assistance Program) participants to purchase fresh produce at area grocery stores and farmers markets over three years.

Why is this a priority for your agency?

MARC and its partners have the opportunity to secure a large federal US Dept of Agriculture grant to greatly expand support for low-income families in Jackson County and other parts of the metro area. This program offers the opportunities to serve many low-income residents of our community, to help these residents purchase and consume healthy food, to stretch their SNAP benefits on a monthly basis, and to support local farm production. Some of the private matching resources raised for the project are from outside the metro area, so we have the potential to bring new private funds to Kansas City and Jackson County. While the program is sustainable without the county's funding, for every dollar we raise locally we are able to bring an additional federal dollar into the community.

Check if this program is sustainable without Jackson County's funding.



## Target Population

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

There are 120,788 SNAP recipients in Jackson County, many in families with children. These low-income households struggle to provide adequate food, and many lack the access to healthy fresh produce.

What criteria do you have for the participants you serve?

Any SNAP recipient in Jackson County is eligible to participate in the program. A mailing will go out from the Missouri SNAP office to raise awareness about the program. In addition we will use billboards, radio bus ads, social media and connections through community organizations to promote the program.





**Outcomes**

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

- 1. Number of SNAP recipients eating healthier
- 2. Amount of fresh local produce purchased
- 3. Change in purchasing behavior by SNAP customers to healthier foods
- 4.
- 5.

**Summary**

Your application will not be considered complete without answering all questions. All applicants must fulfill the requirements listed below to complete the funding request process.

Please check the box acknowledging you understand your organization's responsibility to the following.

- Reviewed the Non-Allowable Expenses
- Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved.
- Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies.

Your organization will submit the following with the Outside Agency Proposal:

- Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate
- Missouri Secretary of State Certificate of Good Standing
- Missouri Secretary of State Annual Registration Report

Signature: Marlene Nagel  
Date Submitted: 11/12/2015

SAVE

PRINT



# Double Up on Beans&Greens

A Win for Families, Farmers, Local Economies.

Partners in Missouri and Kansas will unify and scale up successful healthy food incentive programs into a strong two-state effort that can serve more low-income families and farmers, and leverage USDA funding.

**Why here.** Over 1.1 million Kansans and Missourians rely on federal food assistance. Incentive programs like Beans&Greens and Double Up make it easier for low-income Americans to eat fresh fruits and vegetables while supporting family farmers and growing local economies. There is great potential to expand health and reduce food insecurity.

**Why now.** The past 5 years have seen the start of successful healthy food incentive programs in the region that match the value of SNAP dollars spent at participating sites, helping people bring home more locally grown fruits and vegetables, while supporting local farmers. Given new USDA funding, there is an opportunity to unify programs for broader impact for area families and farmers. Current efforts include:

- **Kansas City metro:** 17 "Beans & Greens" farmers markets, co-founded by Cultivate KC and Menorah Legacy Foundation in 2010
- **Kansas City metro:** 5 "Double Up Food Bucks" grocery stores, led by the Mid-America Regional Council and Fair Food Network, which works with Double Up incentive programs at over 250 markets and groceries in 13 states
- **Eastern Kansas:** 6 "Market Match" farmers markets, led by County of Douglas, Sustainability Office, since 2014

**Our plan.** Over the next 3 years, the lead organizations will work together to implement and promote incentives under a shared brand at an expanded number of sites, building upon existing momentum, expertise and interest from new communities, and providing a simplified experience for SNAP consumers:

- **38 farmers markets and 50 grocery stores in the Kansas City metro**
- **10 farmers markets in Missouri** based on Kansas and KC models
- **10 grocery stores in St Louis** based on the Kansas City model
- **20 farmers markets in Kansas**, including Atchinson, Iola, Lawrence, Leavenworth, Manhattan, Pittsburg, Topeka, and Wichita
- **6 grocery stores in rural Kansas**, in partnership with Kansas State University Rural Grocery Initiative
- **Common evaluation** led by University of Kansas Medical Center
- **Shared branding, efficiency and impact** across Kansas and Missouri implementing partners

**Our impact.** We anticipate the first three years will result in \$5 million of fruits and vegetables purchased by 50,000 SNAP households in 100 communities in KS and MO, benefitting over 300 local farms.

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JACKSON COUNTY  
AUDITORS OFFICE  
KANSAS CITY, MISSOURI

How Double Up  
Benefits a  
Community



At participating farmers markets & grocery stores, Double Up matches SNAP purchases, up to \$25 per day for local produce.



It's a win-win-win!



The family brings home \$50 worth of healthy food for \$25.



Local farmers gain new customers, sell more produce, and make more money.



More food dollars stay in the local economy.



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JACKSON COUNTY  
KANSAS AND MISSOURI  
KANSAS CITY, MISSOURI

# It's Time to Collaborate

- Broaden the availability of healthy food incentives to more low-income Kansas and Missourians.
- Grow awareness through region-wide branding shared by partner programs.
- Make every dollar go further by aligning programs to increase efficiency.
- Create a national model for implementation of healthy food incentives.





## What scaling up to 65 grocery stores and 55 farmers markets will cost

|  | 2016                  | 2017                  | 2018                  |
|--|-----------------------|-----------------------|-----------------------|
| <b>Total Expense</b>                         | <b>\$1.34 million</b> | <b>\$1.70 million</b> | <b>\$2.02 million</b> |
| SNAP Incentives                              | 46%                   | 54%                   | 59%                   |
| Communications                               | 9%                    | 7%                    | 6%                    |
| Evaluation                                   | 6%                    | 5%                    | 5%                    |
| Planning and Implementation                  | 39%                   | 33%                   | 30%                   |
| <b>Funding to be requested from USDA</b>     | <b>\$670,000</b>      | <b>\$850,000</b>      | <b>\$1.01 million</b> |
| <b>Match needed from non-federal funders</b> | <b>\$670,000</b>      | <b>\$850,000</b>      | <b>\$1.01 million</b> |

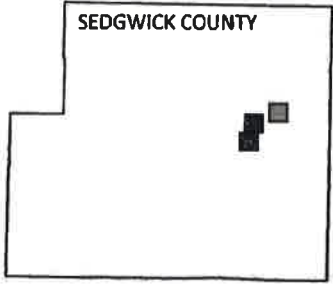
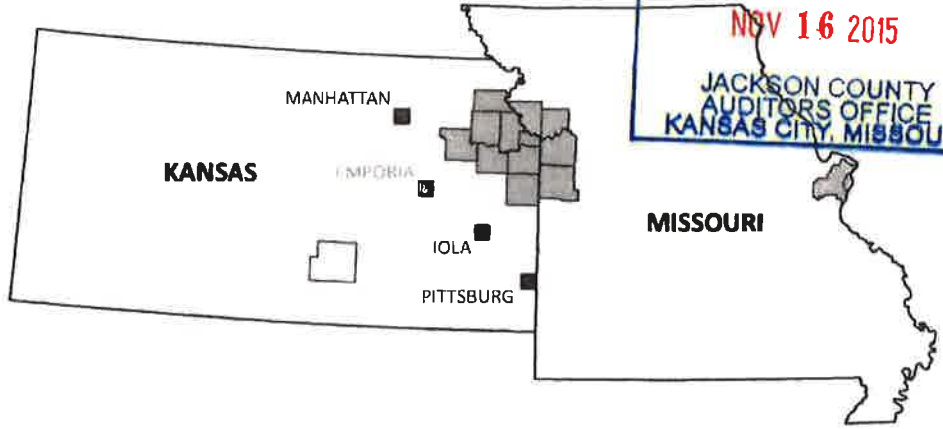
The time is now. Every locally raised dollar can leverage a matching federal dollar, and bring both increased affordability of healthy foods and local economic development. Please contact Noah Fulmer at [nfulmer@fairfoodnetwork.org](mailto:nfulmer@fairfoodnetwork.org).



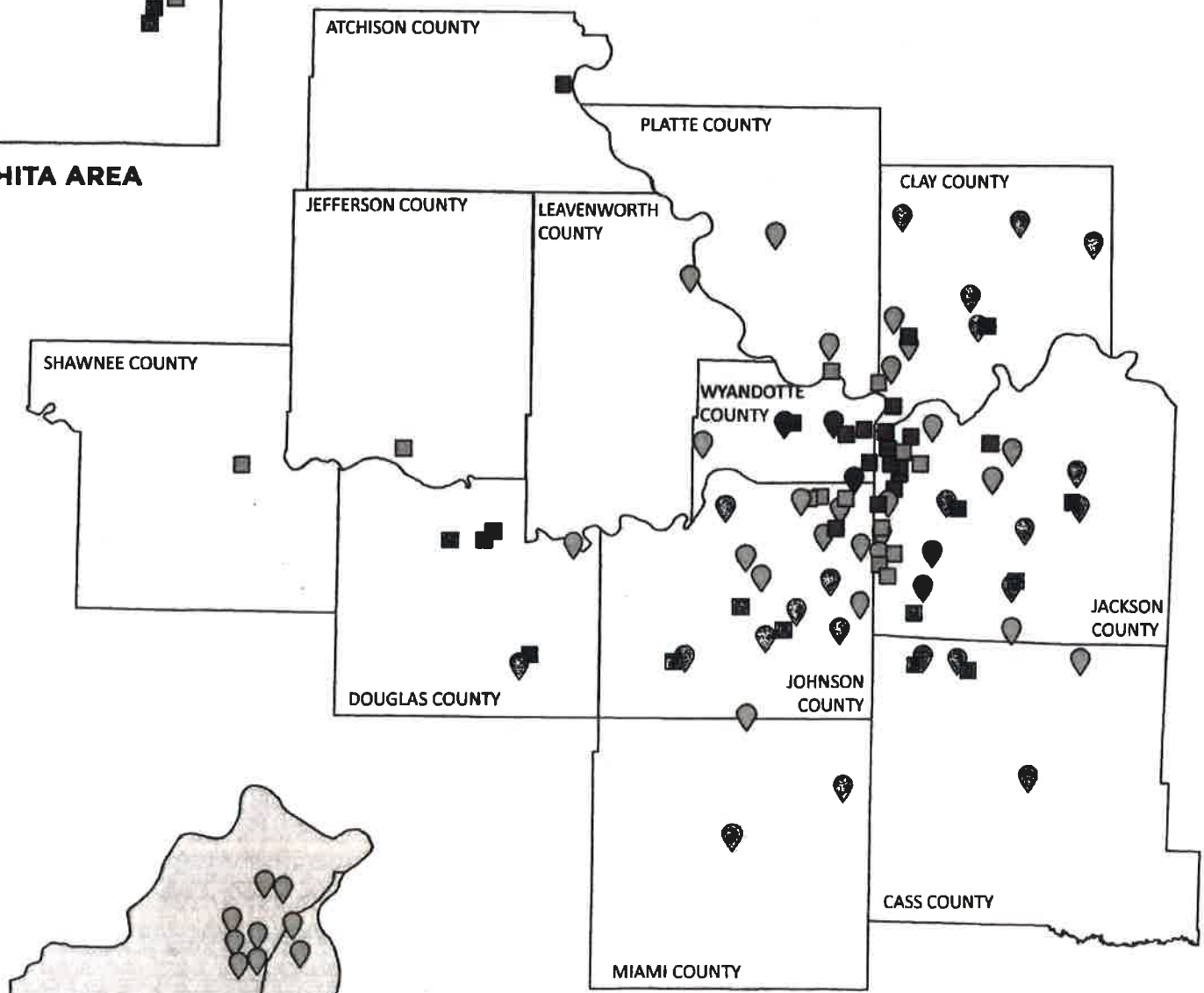
# SNAP INCENTIVE LOCATIONS

-  Current grocery stores
-  Proposed grocery stores
-  Current farmers' markets
-  Proposed farmers' markets

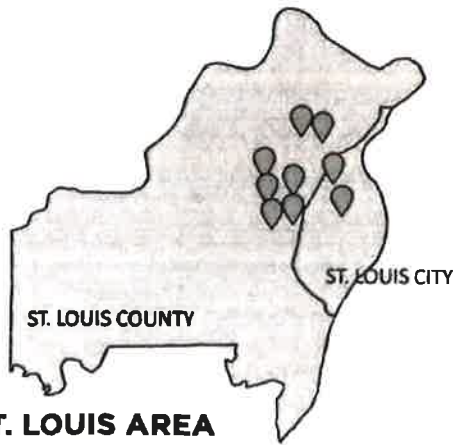
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**WICHITA AREA**

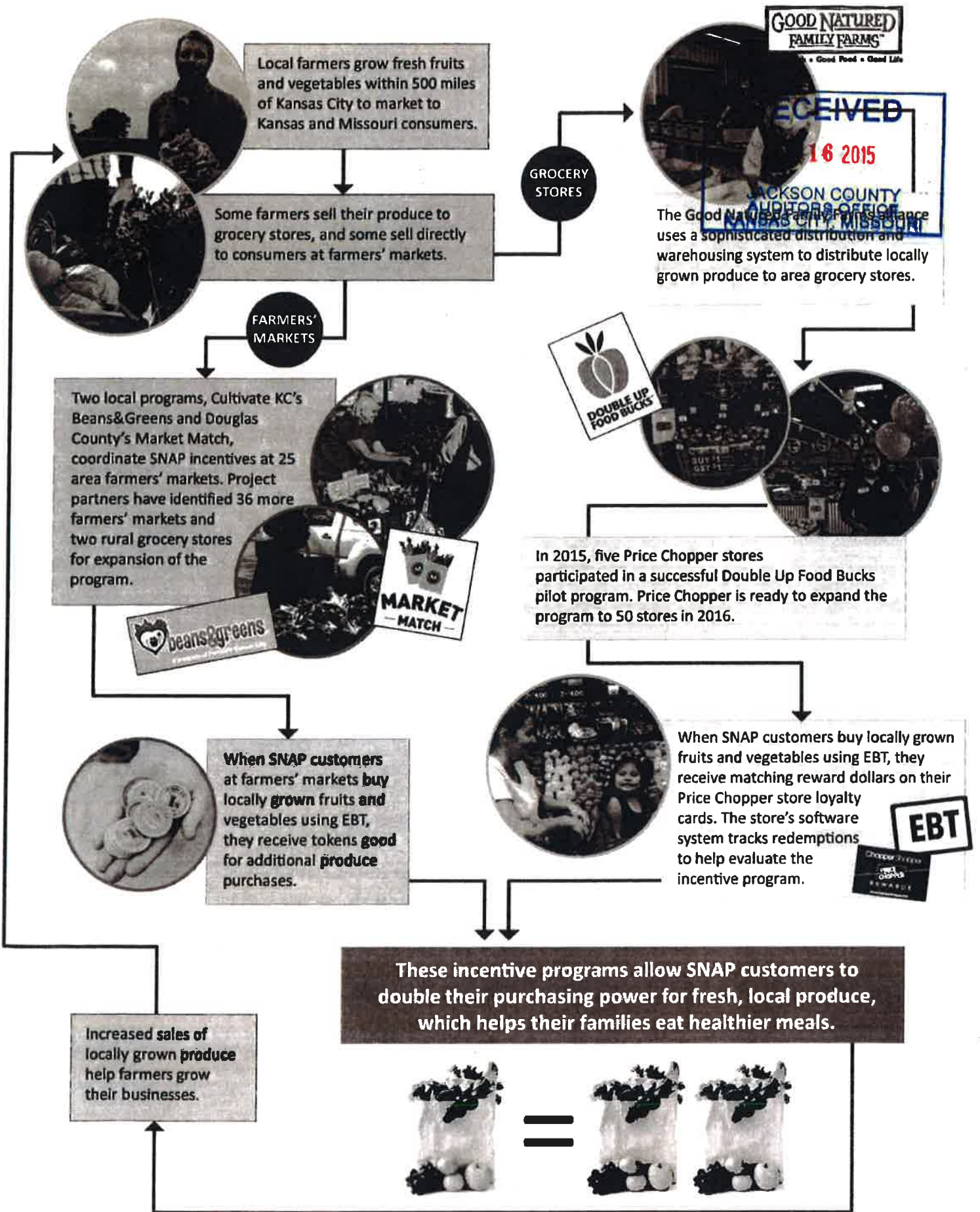


**KANSAS CITY METRO AREA**  
 Including Topeka and Lawrence, Kansas



**ST. LOUIS AREA**

# How our SNAP incentive programs work



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 **Mid-America Regional Council**, (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, **Mid-America Regional Council**, 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.)

Cathy Pope  
Authorized Representative's Signature  
Director of Financial Affairs  
Title

Dorothy Pope  
Printed Name  
2-9-2016  
Date

Subscribed and sworn before me this 9 day of FEBRUARY, 2016. I am commissioned as a notary public within the County of JACKSON, State of MISSOURI, and my commission expires on JULY 28, 2017.

[Signature]

2-9-2016  
Date

