

COOPERATIVE AGREEMENT

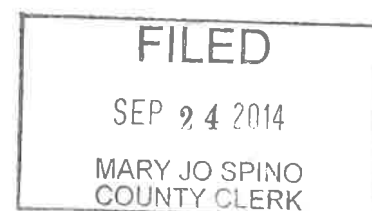
THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **CALVARY COMMUNITY OUTREACH NETWORK 2940 HOLMES KANSAS CITY, MO 64108**, hereinafter referred to as "Organization".

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

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

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

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



2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$30,000.00** in quarterly installments of **\$7,500.00**, with the payment for the first and second quarters to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The reports for the first and second quarter shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

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

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

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

4. **Submission Of Documents**. No payment shall be made under this Agreement unless Organization shall have submitted to the County's Director of Finance and Purchasing: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity**. Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion,

color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment Of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Audit.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its

finances and operations. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are

otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict Of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall, in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect; and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. **Indemnification.** Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions

of Organization during the performance of this Agreement.

13. **insurance**. Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term**. The term of this Agreement shall commence January 1, 2014, and shall continue until December 31, 2014, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified

by the County's audit.

15. **Termination**. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care**. Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact**. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Calvary Community Outreach Network
Rev. Eric D. Williams
2940 Holmes Street
Kansas City, MO 64109
(816) 531-4683

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

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

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

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

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

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

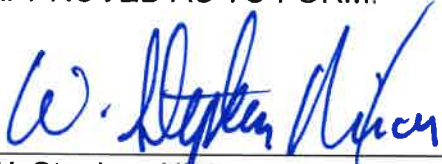
22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose

said identities to any third party in any fashion.

23. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 24th day of September, 2014.

APPROVED AS TO FORM:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By 

Michael D. Sanders
County Executive

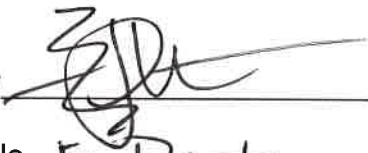
ATTEST:

NETWORK



Mary Jo Spino
Clerk of the Legislature

CALVARY COMMUNITY OUTREACH

By 

Title Ex. Director
Federal Tax I.D. 43-1686109

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 \$30,000.00, which is hereby authorized.

September 19, 2014
Date



Director of Finance and Purchasing
Account No. 002-7707-56789

PC 77072014001



OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: auditor@jacksongov.org

Section A: Organization or Agency Information	page 1
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Section A: Organization or Agency Information

Name: Calvary Community Outreach Network

Address: 2940 Holmes Street, KCMO Zip Code: 64109

Phone No: 816-531-4683 Fax: 816-531-5297

Website Address: www.ccon-kc.org

Federal Tax ID No: 43-1686109 Fiscal Year Cycle: 2014

Executive Director: Rev. Eric D. Williams

Name and Title of Principal Contact Person:

Phone No: 816-531-4683 Ext 3 Email Address: c templebaptist@kc.rr.com

Submittal of this request has been authorized by: Rev. Eric D. Williams

Date: 8/25/2013

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JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

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	UMKC	\$ 63,000	17
State	Department of Minority Health	\$ 3,000	1
Jackson County	Outside Agency & COMBAT	\$ 71,000	19
Other Counties		\$ -	0
City	Neighborhood Tourism	\$ 10,000	3
Charity/Donations	Foundations/Individuals	\$ 160,000	44
Fundraisers	Special Events	\$ 30,000	8
Other	Earned Income	\$ 30,000	8
2014 Total Projected Revenue		\$ 367,000	

Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	UMKC/Region 7 Support	\$ 39,000	13
State	Department of Monority Health	\$ 3,000	1
Jackson County	Outside Agency/Combat	\$ 56,000	19
Other Counties		\$ -	0
City	Neighborhood Tourism	\$ 8,000	3
Charity/Donations	Foundations/Individuals	\$ 140,000	48
Fundraisers	Special Events	\$ 25,000	9
Other (please list)	Earned Income	\$ 20,000	7
2013 Total Revenue		\$ 291,000	

**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"/>	\$ 26,000	
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"/>	\$ 30,000	Fitness /Nutrition
2013 Total Jackson County Funding			\$ 56,000	

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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HEALTH OFFICE
JACKSON, MISSOURI

Section C: 2014 REVISED Program Budget

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition Program

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
Program Director	35,000	10%	\$ 3,500
Fitness/Nutrition Technician	31,200	50%	\$ 15,600
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 19,100
Total Fringe Benefits			\$ -
Total Personal Services			\$ 19,100
Contractual Services			
Facility Rental			\$ 6,000
Administrative overhead			\$ 3,000
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 9,000
Supplies			
Consumable & Athletic Supplies			\$ 1,900
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 1,900

Total Program Request \$ 30,000

Section D: 2014 Program Information

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition

Proposed Program

Detail functions to be performed by each program.

Calvary Community Outreach Network is spearheading a comprehensive nutrition and fitness program to prevent obesity in the community for seniors, children, and their families. Calvary will look at the community environment, physical activities of the community members, and the nutritional value of their food purchases. By using the expertise of a Fitness and Nutrition Program Coordinator, the program will challenge the community to eat right and incorporate the proper amount of exercise into their daily routines through:

- Nutrition education including low cost, healthy recipes, and portion control
- Dissemination of nutrition and exercise information
- Cooking Demonstrations
- Exercise instructions
- Scheduled group activities
- Weight monitoring
- Gardening

Certified Fitness and Nutrition Program Coordinators will teach exercises and get participants involved in activities that are both fun and easy to learn.

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JACKSON COUNTY
AUDITORS OFFICE

Section D: 2014 Program Information

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition

Participants

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

Jackson, MO	700
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

Target Population

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

According to the Missouri Department of Health and Senior Services, obesity continues to rise. The obesity epidemic is one of the most important health challenges facing Missouri and the entire nation. With more than 30 medical conditions associated with obesity, it is time for a drastic change in the way people approach the food they consume and the level of exercise they participate in every day. Research shows that:

- Children are in danger of serious long-term health conditions including high cholesterol and high blood pressure, which puts them at risk for heart disease, and they are more likely to develop Type 2 diabetes. They are also more likely to suffer from hypertension, asthma, and related health problems later in life.
- Seniors suffer from multiple obese-related illnesses such as diabetes, heart disease, high cholesterol and blood pressure, and they find obesity often aggravates their arthritis. Obesity is also associated with premature death. In addition the prevalence of obesity in Missouri is higher among the following groups of adults:
 - People with an annual income of less than \$15,000
 - African-American women
 - People having less than a high school education

The Missouri Department of Health and Senior Services continues by stating that program that focus on these specific population groups are crucial to reducing obesity.

Would you provide these services to anyone at your door?

Answer Yes or No

Is anyone denied services?

Answer Yes or No

What level of indigents (below poverty level) do you serve?

Please classify your program from the following types by percentage of your agency's overall service

Senior Program	15%
Indigent Program (Below Poverty Level)	70 %
Senior Indigent Program	15%

What criteria do you have for the clients you serve?

Clients must fill out applications that declare there fitness level or need for medical attention

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AUDITORS OFFICE

Section D: 2014 Program Information

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

Agency Name: Calvary Community Outreach Network

Program Name: Fitness/Nutrition

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Kansas City area bounded by the river (north) | 435 (East); Stateline (west) 135th (south)

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.

- 1) We capture address information for all participants and will use county funds for only Jackson County residents
- 2) We will provide a detailed report identifying the county of residence for all agency clients that are supported by these funds
- 3) We are located in Kansas City Missouri in Jackson County and since our agency was founded 98% percent of all clients are Jackson County residents

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JACKSON COUNTY
AUDITOR'S 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: Calvary Community Outreach Network

Program Name: Fitness/Nutrition

Approach & Method

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

1. Supervised Youth Fitness Program- Youth who reside in residential facilities have inadequate opportunities for fitness opportunities. The target population is generally disadvantaged and in serious need of health, nutrition and wellness programming. These children and adolescents reside in mostly single-working-parent homes with little emphasis on nutrition, physical activity and healthy lifestyles. As a result, many are obese, overweight or under-nourished.

2. The second population in the target area – seniors – generally understand the value of nutrition and the importance of exercise, but often do not have the resources to exercise. They also need easy, low-cost recipes for nutritious meals since they typically cook for only themselves and possibly a spouse. It is common for many seniors, especially those living alone, to depend on frozen dinners or quick snacks that contain little to no nutritional value. They may also acquire the habit of staying confined in their homes and consequently have few opportunities for outside activities. Seniors suffer from multiple obese-related illnesses such as diabetes, heart disease, high cholesterol and blood pressure, and they find obesity often aggravates their arthritis. Obesity is also associated with premature death.

3. Youth in After School & Summer Programming-Many parents who are raising children in this target area do not understand the importance of proper nutrition. They also do not understand the lasting effects that poor nutrition and obesity have on their children's long-term health status. Nor do they have access to resources to meet their children's need for daily exercise. Some of the children in this program are immigrants or refugees from war-torn countries. Their eating habits are poor and generally consist of foods that are high fat and calorie dense with disproportionate amounts of pre-packaged and convenience foods. Parents also rarely understand the importance of portion control, particularly with inactive children.

Detail specific methods you will use to achieve these objectives.

1. We will continue working with representatives from Jackson County Family Court to supply opportunities for individuals from the target group to utilize the Wellness Center.
2. Seniors will be recruited from area programs that provide services to older adults.
3. We will continue working with Longfellow Elementary School, Urban Youth Center and the Swope Corridor Renaissance program to serve children in this target group.

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JACKSON COUNTY
AGENCY OFFICE
KANSAS CITY, MISSOURI

WORK AUTHORIZATION AFFIDAVIT


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

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Calvary Community Outreach Network**, 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, **Calvary Community Outreach Network**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature
Eric D. Williams


Title

Eric D. Williams

Printed Name
9/16/14

Date

Subscribed and sworn before me this 16th day of September, 2014. I am commissioned as a notary public within the County of Jackson, State of MO., and my commission expires on 6-5-2018.



Signature of Notary

9-16-14

Date