

AGREEMENT
(Housing Resources Commission)

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, acting by and through its **Housing Resources Commission**, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **TWELFTH STREET HERITAGE DEVELOPMENT CORP., 2124 EAST 12TH STREET, KANSAS CITY, MO 64127**, hereinafter referred to as "Contractor".

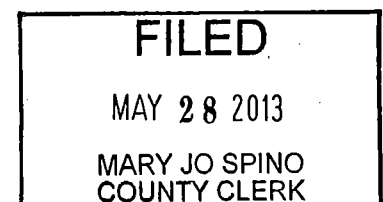
WHEREAS, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with the County's Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and,

WHEREAS, the County actually imposed said fee by Ordinance No. 1986, dated June 10, 1991; and,

WHEREAS, by Ordinance No. 2030, dated September 3, 1991, the Legislature created the Housing Resources Commission and designated said Commission as the agency of the County responsible for determining the allocation and distribution of the proceeds of the user fee; and,

WHEREAS, the Commission has reviewed Contractor's proposal for the expenditure of County user fee funds for the purpose of providing assistance to homeless persons in Jackson County; and,

WHEREAS, the Commission has determined that it is in the best interests of the



County's citizens to provide funding to Contractor according to the terms and conditions hereof;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **SERVICES**. Contractor shall use the proceeds of this Agreement solely for the purpose of providing assistance to homeless persons in Jackson County, Missouri. Contractor agrees to use the funds as set out on the Housing Resources Commission Funding Request Form, attached hereto as Exhibit A.

2. **PAYMENT**. The County shall pay to Contractor a total amount not to exceed \$30,000.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. One quarter of this sum, or \$7,500.00, shall be paid to Contractor on a quarterly basis for the periods ending March 31, 2013, June 30, 2013, September 30, 2013, and December 31, 2013, upon receipt of Contractor's invoice and supporting documentation, provided that Contractor has submitted to the County the report(s) required under Paragraph 3 and Paragraph 5 hereof. Each quarter's payment will be issued after Contractor has submitted the required invoices and supporting documentation for reimbursement.

3. **REPORTS/OTHER DOCUMENTATION**. Under this Agreement, Contractor shall submit appropriate reports, including copies of invoices and cancelled checks and/or a copy of the face of the check and corresponding bank statements and other documentation, as requested by the Housing Resources Commission staff to show that funds paid to Contractor by the County are being used for the purpose of providing assistance to homeless persons in Jackson County, Missouri. If the reports submitted

do not satisfactorily demonstrate appropriate expenditures of County funds, payments are subject to downward adjustment to reflect the amounts actually spent on allowable services provided during the previous quarter. The final request for payment shall include a Quarterly Report and an Annual Report, which shall set out the program objectives and accomplishments, and a final reconciliation of funds. The Annual Report shall be submitted no later than January 31, 2014. Section 67.1071, R.S.Mo., specifically requires the Annual Report to include "statistics on the number of persons served by the agency, and shall include the results of an independent audit of expenditures of funds received by Contractor pursuant to this Agreement. Failure to submit said reports, including the Annual Report, shall result in the loss of future funding by the County.

4. **MAINTENANCE OF ACCOUNTS.** The parties recognize that this funding by the County serves to improve the quality and effectiveness of homelessness programs in Jackson County, Missouri. It is, therefore, declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Contractor in its normal duties, and that none of the funds paid by the County pursuant to this Agreement shall serve to reduce any funds budgeted, or to be budgeted, by Contractor for operations as they exist at the time of this Agreement. Contractor shall not commingle the County's funds and shall keep funds received under this Agreement separate from all other Contractor funds and accounts until expended as herein provided.

5. **SUBMISSION OF DOCUMENTS.** No payment shall be made under this

Agreement unless Contractor 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) Contractor's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Contractor'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 Contractor has previously received funding from the County, to be eligible for future payments, Contractor must submit either an audited financial statement for Contractor'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 Contractor is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Contractor and assessed by the County.

6. **AUDIT.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Contractor pertaining to its finances and operations. Further, Contractor 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.

7. **DEFAULT.** If Contractor shall default in the performance or observation of any

covenant, term or condition herein contained to be performed by Contractor, the County shall give Contractor ten days written notice, setting forth the default. If said default shall continue and not be corrected by Contractor 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 Contractor. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

8. **TERM**. The term of this Agreement shall commence January 1, 2013, and shall continue until December 31, 2013.

9. **LIABILITY**. No party to this Agreement shall assume any liability for the acts of the other party, its officers, agents, or employees.

10. **CONFLICT OF INTEREST**. Contractor 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. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**. Pursuant to §285.530.1, RSMo, Contractor 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, Contractor 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.

12. **INFORMATIONAL REPORTING.** A representative of Contractor shall attend meetings of the County Legislature and the Housing Resources Commission when so requested by either of the above-referenced entities. The representative shall be prepared to answer any questions concerning payments made pursuant to this Agreement.

13. **TERMINATION.** Except as provided in Paragraphs 7 and 16 hereof, this Agreement may be terminated by either of the parties upon thirty days written notice to the other party.

14. **SURPLUS FUNDS.** Any surplus funds not spent at the end of this Agreement term shall be returned to the County by the fifteenth of the month following the termination of this Agreement. These funds shall not be subject to reappropriation. The term "surplus funds" refers only to those funds that have not been committed for costs or purposes by purchase order, contract, or other formal documentation within the Agreement term.

15. **PERFORMANCE REVIEW.** The performance of this Agreement shall be subject to review by the County or its designated agent. The County's Housing Resources Commission Director shall review the performance of this Agreement according to his/her responsibilities. Contractor agrees to file all required forms with the Housing Resources Commission Director. The Housing Resources Commission may provide to Contractor a list identifying specific areas funded by the proceeds of this Agreement to be reviewed or audited. The Housing Resources Commission and Contractor shall agree on the definition and scope of a review audit of each specific area

identified. Contractor shall conduct internal review of each specific area identified and shall provide its findings to the Commission. The parties recognize that all books, records, accounts, and any other documents in the possession of the County relative to the funding of this Agreement, are public records and open for inspection and photocopying in accordance with Chapter 610, R.S.Mo.

16. **REMEDIES FOR BREACH.** Contractor agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Contractor's failure to do so constitutes a breach of this Agreement. In such event, Contractor consents and agrees as follows:

- A. The County may, without prior notice to Contractor, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from Contractor all payments made by the County to Contractor for which Contractor 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.

17. **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.

18. **ASSIGNMENT.** Contractor shall not assign any portion or the whole of this

Agreement without the prior written consent of the County.

19. **DISCONTINUANCE OF PROGRAM.** In the event Contractor should elect to discontinue this program, or file for bankruptcy, or participate in a reorganization, or go out of existence, or should a court of competent jurisdiction render a final decision in any way invalidating this Agreement or its purposes, Contractor shall remit any proceeds of this Agreement as are unexpended to the County.

20. **APPROPRIATION OF FUNDS.** Contractor and the County recognize that the County intends to satisfy its financial obligation to Contractor 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 Contractor 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.

21. **CONFIDENTIALITY.** Contractor'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.

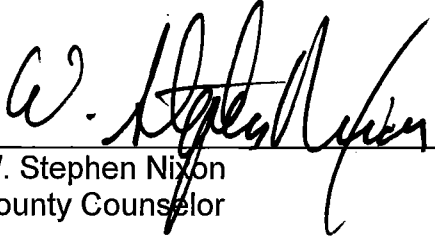
22. **COMPLIANCE WITH RFP.** At all times in connection with the performance of its services hereunder, Contractor agrees to comply with and abide by the General Conditions, Specifications, and Guidelines contained in the County's RFP No. 94-12. Failure to comply with the terms of the RFP shall be a breach, remediable under Paragraph 16 hereof. In the event of a conflict between any provision of this Agreement and a provision of the County's RFP No. 94-12, the provision of this Agreement shall govern.

23. **INDEMNIFICATION.** Contractor 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 Contractor during the performance of this Agreement.

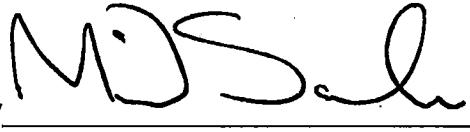
24. **INCORPORATION.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 28th day of May, 2013.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

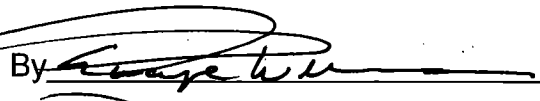
JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

TWELFTH STREET HERITAGE
DEVELOPMENT CORP.

By 
Title President/CEO
Federal Tax I.D. 43-360031

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.

May 17, 2013
Date


Director of Finance and Purchasing
Account No. 043-7001-56789

70012013015



**HOUSING RESOURCES COMMISSION FUNDING REQUEST FORM
2013 BUDGET**

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

Email: hrc@jacksongov.org

Section A: Organization or Agency Information page 1
Section B: Agency's 2012 and 2013 Revenue Information page 2
Section C: Individual Program Budget page 3
Section D: Program Information pages 4 -10

Section A: Organization or Agency Information

Twelfth Street He

2124 e 12 th Street KCMO

816 216-6242

Fax:

Twelfth Street Herite

Federal Tax ID No: 431360031

Fiscal Year Cycle: 2013

Executive Director:

Dwayne Williams

Dwayne Williams President/CEO

816-674-2718

dawilliams61@aol.com

Major Program Activity (ies) - Check Only Those Activities For Which You Are Requesting Funding:

Personal Services (Case Manager)

Bednights

Emergency Shelter

Transitional Living

Mortgage/Rent Assistance

Utilities

Other - Food Clothing

Submittal of this request has been authorized by: Dwayne Williams

Date:

11/30/2012

Section A

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal		\$ -	0
State		\$ -	0
Jackson County	Combat/Housing Resources	\$ 100,000	15
Other Counties		\$ -	0
City	Adopt a Lot/Abatement /Code Enforcement	\$ 300,000	45
Charity/Donations	Board of Directors	\$ 8,000	1
Fundraisers	Monte Carlo Night	\$ 12,000	2
Other	Fund Development	\$ 250,000	37
2013 Total Projected Revenue		\$ 670,000	

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	Combst/Housing Resources	\$ 72,500	27
Other Counties		\$ -	0
City	Adopt a Lot/Abatement/Code Enforcement	\$ 180,000	68
Charity/Donations	Board of Directors	\$ 5,000	2
Fundraisers	Monte Carlo Night	\$ 7,500	3
Other (please list)		\$ -	0
2012 Total Revenue		\$ 265,000	

If your agency received funding from Jackson County in 2012, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 42,500	Mentoring Program
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Housing Resources Commission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 30,000	Re-entry program
Outside Agency Program	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
2012 Total Jackson County Funding			\$ 72,500	

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

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Housing Resources Commission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 30,000	Re-entry program
Outside Agency Program	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
2012 Total Jackson County Funding			\$ 72,500	

PERSONAL SERVICES

For each salary request below please attach a job description of duties

Position / Title (Case Managers Only)	Annual Salary	% of Salary to be funded by Jackson Co HRC	Amount of Salary to be funded by Jackson Co HRC
Salary	\$17,000.00	100%	\$ 17,000
Admin Services	\$2,500.00	100%	\$ 2,500
Accounting Services	\$2,500.00	100%	\$ 2,500
			\$ -
			\$ -
Fringe Benefits (limited to 20% of salaries)			\$ -
Total Personal Services			\$ 22,000

SHELTER ASSISTANCE - Bednights, Emergency Shelter, Transitional Living

2500

Type: Bednights, Emergency Shelter, or Transitional Living	Unit Cost	Number of Units	Total Item Cost	2013 Jackson County HRC Request	Matching Funds	Total Item Cost
			-			
			-			
			-			
Total Shelter Assistance \$						

MORTGAGE / RENTAL ASSISTANCE

Client must provide statement of arrears or foreclosure from landlord (on letterhead) to qualify

Type: Mortgage or Rent	Unit Cost	Number of Units	Total Item Cost	2013 Jackson County HRC Request	Matching Funds	Total Item Cost
			-			
			-			
Total Mortgage / Rental Assistance \$						

UTILITIES

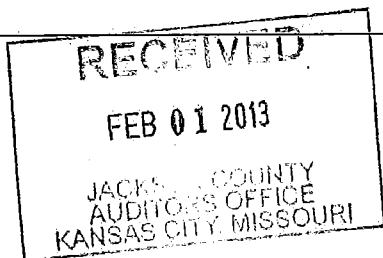
Client must provide statement of arrears on utility company letterhead to qualify

	\$300 Maximum Per Client	Number of Units	Total Item Cost	2013 Jackson County HRC Request	Matching Funds	Total Item Cost
			-			
			-			
Total Utilities \$						

OTHER (Food, Clothing)

Maximum of \$50 Per Individual / \$100 Per Family Per Year

Type: Please Describe	Unit Cost	Number of Units	Total Item Cost	2013 Jackson County HRC Request	Matching Funds	Total Item Cost
Equipment	\$ 8,000.00					
Total Other \$					30,000	
TOTAL 2013 JACKSON COUNTY HRC REQUEST						



Section D: 2013 Program Information

Agency Name: 12th Street Heritage Development Corporatiion

Program Name: Re-entry program

Agency History//Background

Briefly describe your agency's history and background.

In response to the impending challenges in the urban community, a small group of citizens under the leadership of entrepreneur Ollie Gates formed the Twelfth Street Heritage Development Corporation in 1984. The mission of the organization is to provide quality, stable and affordable housing through real estate development, new construction and rehabilitation in an effort to improve the quality of life of its residents'. The vision is to create a quality neighborhood with affordable housing that residents feel safe and invested to chart their destiny.

Section D: 2013 Program Information

Agency Name: 12th Street Heritage Development Corporation

Program Name: Re-entry program

Proposed Program

Detail functions to be performed by each program.

While prisoners have high levels of need in regards to education and job training, most prisoners do not participate in programs while they are incarcerated, and a small proportion of overall prison budgets are spent on in-prison programs. In 1996, only 6% of all money spent on prisons in the U.S. was directed towards in-prison programs involving vocational and life skills training, educational activities and treatment. Additionally, in 2001, only one-third of prisons operated work-release programs and only 3% of prisoners participated in them.

Consequently, incarcerated persons face a variety of challenges related to education, employment and mental/ physical health. Due to the wide variety of barriers this population faces, it is imperative that community re-entry programs be designed and accessible to address as many of these challenges as possible. Research indicates that incarcerated persons have low levels of education and face many barriers in regards to their employability. Alarming statistics build a business case for the importance and value of programs of this nature.

- 70% are high school dropouts
- 50% are functionally illiterate
- 19% have less than eight years of education
- Pre-incarceration employment rates of offenders are lower than the employment rates of the general U S population

Based on these alarming statistics, the Twelfth Street Heritage Development Corporation proposes to expand its highly effective re-entry program to encompass the following components:

- Housing options/recommendations
- Education options/recommendations
- Job Training skills(on the job training)
- Long-term employment resources
- Counseling recommendations
- Substance abuse recommendations
- Life-skills training

Section D: 2013 Program Information

Agency Name: 12th Street Heritage Development Corporation

Program Name: Re-entry program

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	25-30
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	
Target Population	
Describe target population and demographics to be served by each program.	
<p>The target population is ex-offenders who reside within a five-mile radius of our organization. The targeted area is Kansas City, Missouri and Jackson County. The total number of participants will range from 25- 30, contingent upon the amount of funding awarded.</p> <p>Recent program outcomes included:</p> <ul style="list-style-type: none"> • 22 ex-offenders were during the summer (2012). The ex-offenders cut and maintained hundreds of properties in Jackson County MO • 3 of the 22 ex-offenders/employees were hired full-time • 8 of the participants who opened a bank accounts at Central Bank • 9 of the 22 employees secured an apartment • 6 of the 22 employees secured a home and were reunited with their families 	

Section D: 2013 Program Information

Agency Name: 12th Street Heritage Development Corporation

Program Name: Re-entry program

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The service deliverables will remain separate of all of programmatic/fiscal dollars. The majority of the programs will be delivered within a fifteen mile radius of the organization(12th & Brooklyn)

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.

The following financial controls will be implemented to ensure fund separation:

- Computerized bookkeeping system, always up to date
- Clear and secure procedures for the spending of money
- Budgets which are regularly reviewed by board members and auditor
- Regular financial reports which include comparisons to budget
- Regular reconciliation of bank accounts
- Regular cash forecasting, and sound cash management
- Regular reviews of inventory and work-in-progress
- Clear and documented operational policies, for delegation and training

Section D: 2013 Program Information

Agency Name: 12th Street Heritage Development Corporatiion

Program Name: Re-entry program

Approach & Method	
List the top three (3) objectives for each program:	
1.	
2.	
3.	
Detail specific methods you will use to achieve these objectives.	
Approach Method/Logic Model(see attachment)	

- Computerized bookkeeping system, always up to date
- Clear and secure procedures for the spending of money
- Budgets which are regularly reviewed by board members and auditor
- Regular financial reports which include comparisons to budget
- Regular reconciliation of bank accounts
- Regular cash forecasting, and sound cash management
- Regular reviews of inventory and work-in-progress
- Clear and documented operational policies, for delegation and training

Approach Method/Logic Model

Inputs	Activities	Outputs	Outcomes
Funding	Develop customized/integrated case plans	# of long-term employment placements developed	Recidivism rate for program participants (60%)
Program Management	Develop linkages with community service providers	# of offenders who become tax payers	Percentage of offenders securing housing (10%)
Clients/Participants	Cut and manage 130 vacant lots	# of offenders who are still employed – 6 months after being released(12)	Percentage of offenders obtaining full-time employment (20%)
Service Delivery Facility	Soft Skill Training	# of service providers(5)	2 participants will develop a business plan and start their own business
	Professional Develop/Employability Training	25 offenders will gain employment skills via the program	
	Introduction to business/entrepreneurship tools/resources		
	Establish a bank account		

Section D: 2013 Program Information

Agency Name: 12th Street Heritage Development Corporation

Program Name: Re-entry program

Evaluation:

How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

Our organization will institute the following evaluation measurements:

- Develop and utilize a sound logic model to consistently evaluate and measure program objectives, strategy, activities, and the relationships between program components and partners.
- Develop concrete performance measures so that the program administrator can continuously monitor staff performance, program components, and overall program progress.
- Conduct process evaluations to identify problems with program implementation, strategy, and service delivery.
- Conduct impact evaluations to determine whether and to what extent a program had its intended effect.
- Employ a cost-benefit analysis to quantify whether the program is operating efficiently.

Section D: 2013 Program Information

Agency Name: 12th Street Heritage Development Corporatiion

Program Name: Re-entry program

Mental Health

How does your agency deal with mental health due to homelessness?

Our organization will establish a cooperative agreement with Swope Health and Black Health Care Coalition Services to provide mental health screening and services for the participants.

What programs does your agency have in place or utilize to address mental health issues for the homeless population?

As demoted above, our organziation will partner with external agencies which will screen, assess and provide individual and group therapy sessions.

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

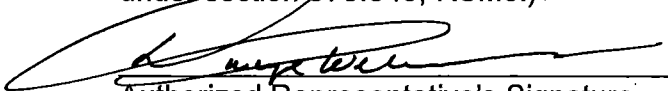
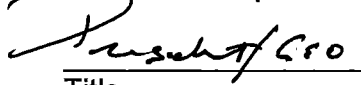
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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.

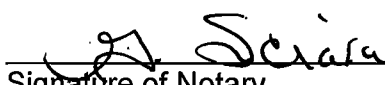
This affidavit affirms that **Twelfth Street Heritage Development Corp.**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Twelfth Street Heritage Development Corp.**, 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

Title

DWAYNE WILLIAMS
Printed Name
5-15-13
Date

Subscribed and sworn before me this 15th day of May, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 4/22/15.


Signature of Notary

May 15 2013
Date

G. SCIARA
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires April 22, 2015
Commission # 11038552