

**AGREEMENT**  
(Employment Barriers Program)

**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, **TWELFTH STREET HERITAGE DEVELOPMENT CORP., 2124 EAST 12TH STREET, KANSAS CITY, MO 64124**, hereinafter referred to as "Contractor."

**WHEREAS**, the Prosecuting Attorney's Office has developed the Employment Barriers Program to serve as an employment support system for ex-offenders transitioning from prison back into the community; and,

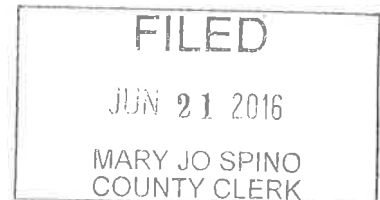
**WHEREAS**, the Director of Finance and Purchasing issued Request for Proposals 16-17 for the furnishing of these services; and,

**WHEREAS**, these proposals were evaluated on the basis of responsiveness to the scope of services, qualifications, experience, approach, and references; and,

**WHEREAS**, following evaluation of the proposals, the Prosecuting Attorney's Office recommends the award of a six-month contract with one twelve-month option to extend for the furnishing of these services to Twelfth Street Heritage; and,

**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 the Employment Barriers Program to citizens of Jackson County. Contractor agrees to use the funds as set out on the budget page submitted as part of Contractor's response to RFP 16-17, attached hereto as Exhibit A.



2. **TERMS OF PAYMENT.** The County shall pay to Contractor a total amount not to exceed \$76,000.00 for the purpose of providing the Employment Barriers Program. The first payment equal to one-quarter of this amount, or \$19,000.00, shall be payable upon execution of this Agreement. The remaining sum of \$57,000.00 shall be payable in five equal monthly payments of \$11,400.00 each, upon submission of Contractor's invoice and monthly reports as detailed in section 3.

3. **REPORTS/OTHER DOCUMENTATION.** Contractor agrees to submit monthly 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 Prosecuting Attorney's Office, to show that funds paid to Contractor by the County are being used for the purpose described herein. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. Any reports that are incorrect will delay payment. The final request for payment shall include a report which shall set out the program objectives and accomplishments, and a final reconciliation of funds. This annual report shall be submitted no later than January 31, 2017. Failure to submit said report shall result in the loss of future funding by the County.

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

- a. Contractor's name, address, telephone number, administration, or board of directors
- b. Contractor 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 Contractor or toward the Contractor

4. **MAINTENANCE OF ACCOUNTS.** The parties recognize that this funding by the County serves to improve the quality and effectiveness of re-entry 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.

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; and (3) 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. **EQUAL OPPORTUNITY.** Contractor shall maintain policies of employment as follows:

A. Contractor and Contractor's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Contractor and Contractor'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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **INSURANCE**. Contractor shall maintain the following insurance coverage during the term of this Agreement.

A. Contractor 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. Contractor 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. Contractor 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.

15. **TERM**. The term of this Agreement shall commence July 1, 2016, and shall

continue until December 31, 2016, unless sooner terminated pursuant to paragraph 9, 16, or 20 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Contractor as verified by the County's audit. At the agreement of both parties this Agreement may be renewed for an additional twelve-month term, subject to appropriation in the 2017 Jackson County budget.

16. **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 Contractor 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 Contractor to the County within ten (10) days of the termination of this Agreement.

17. **STANDARD OF CARE**. Contractor 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.

18. **FINANCIAL CONTACT**. Contractor 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, Chief Financial Officer  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Twelfth Street Heritage Development Corp.**

Dwayne Williams, President  
2124 East 12th Street  
Kansas City, MO 64124  
(816) 216-6242



19. **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. Contractor 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.

20. **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.

21. **TRANSFER AND ASSIGNMENT**. Contractor shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

22. **ORGANIZATION IDENTITY**. If Contractor is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Contractor

shall immediately notify the county in the event it is merged or purchases by any other entity.

23. **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.

24. **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.

25. **PERFORMANCE REVIEW**. The performance of this Agreement shall be subject to review by the County or its designated agent. The County's Prosecuting Attorney shall review the performance of this Agreement according to his/her responsibilities.

26. **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.

27. **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. 16-17. Failure to comply with the terms of the RFP shall be a breach, remediable under Paragraph 20 hereof. In the event of a conflict between any provision of this Agreement and a provision of the County's RFP No. 16-17, the provision of this Agreement shall govern.

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

IN WITNESS WHEREOF, the County and Contractor have executed this

Agreement this 21<sup>st</sup> day of June, 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:

TWELFTH STREET HERITAGE  
DEVELOPMENT CORP.

Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

By Wayne Williams  
Title President/CEO  
Federal Tax I.D. 43-01360031

**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 \$76,000.00, which is hereby authorized.

June 20, 2016  
Date

[Signature]  
Chief Financial Officer  
Account: 008-4154-56790 - \$38,000  
008-4152-56080 - \$38,000

PC 41522016001

**Twelfth Street Heritage Development Corporation**

**Employment Barriers Program Budget**

*Recommended budget projection:*

Hourly Wage x 520 hours	4,420
Base Salary x 12 clients	53,040
FICA	4,058
Transportation	3,600
Uniform Stipend	<u>1039</u>
Total	66,157
 Administrative Charge	 9,843
 <b>Grand Total</b>	 <b>\$ 76,000</b>

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.**, (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 **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)

Dwayne Williams  
Authorized Representative's Signature  
President/CEO  
Title

Dwayne Williams  
Printed Name  
3-14-2016  
Date

Subscribed and sworn before me this 14<sup>th</sup> day of April, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Feb 23, 2018.

Carol A. Lillis  
Signature of Notary

4/14/16  
Date

CAROL A. LILLIS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Feb. 23, 2018  
Commission # 14939322