

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, **LEGAL AID OF WESTERN MISSOURI 4001 BLUE PARKWAY SUITE 300 KANSAS CITY, MO 64130**, 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

FILED
JUL 05 2018
MARY JO SPINO
COUNTY CLERK

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. The term of this contract is January 1, 2018, through December 31, 2018, and as such, all expenditures must occur within this period. 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 Housing Resources Commission no later than October 31, 2018. Any changes to the budget must be approved by the Jackson County Legislature.

2. **TERMS OF PAYMENT**. The County shall pay to Contractor a total amount not to exceed \$45,000.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. One quarter of this sum, or \$11,250.00, shall be paid to Contractor on a quarterly basis for the periods ending March 31, 2018, June 30, 2018, September 30, 2018, and December 31, 2018, 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. 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.** 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. 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.

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. **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, or a certified public accountant's program audit of the County's funds. 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**. 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.

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.** 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.

15. **TERM**. The term of this Agreement shall be effective as of January 1, 2018, and shall continue until December 31, 2018, 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 Organization as verified by the County's audit.

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 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.

17. **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.

18. **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
Department of Finance & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Legal Aid of Western Missouri
Joseph P. Dandurand
4001 Blue Parkway
Kansas City, MO 64130
(816) 421-8020

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. 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.

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.** Organization 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 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.

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, with confidential personal identifying information only redacted, in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

24. **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.

25. **SURPLUS FUNDS.** Any surplus funds not spent at the end of this Agreement

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.

26. **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, RSMo.

27. **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.


28. **COMPLIANCE WITH RFP.** At all times in connection with the performance of

28. **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. 92-17. 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. 92-17, the provision of this Agreement shall govern.

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 5th day of July, 2018.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

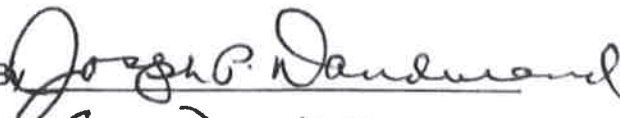
JACKSON COUNTY, MISSOURI

By 
Frank White, Jr.
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

LEGAL AID OF WESTERN MISSOURI

By 
Title Exec. Director
Legal A. d of Western Mo

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 \$45,000.00, which is hereby authorized.

6/29/18

Date



Chief Administrative Officer
Account No. 043-7001-56789

7001 2018009



2018 HOUSING RESOURCES COMMISSION FUNDING REQUEST

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

Total Amount Requested: **\$ 45,100** New Agency Request
 Previously Funded

Name: Legal Aid of Western Missouri			
Address:	City:	State:	Zip Code:
4001 Blue Parkway, Ste. 300	Kansas City	MO	64130
Phone No:	Website:		
(816) 474-6750	www.lawmo.org		
Federal Tax ID No:		Fiscal Year Cycle:	
43-0824638		Jan - Dec	
Executive Director/President:	Phone No.	Email:	
Joseph P. Dandurand	(816) 474-1413	jdandurand@lawmo.org	
Principal Contact:	Phone No.	Email:	
Joseph P. Dandurand	(816) 474-1413	jdandurand@lawmo.org	

Please classify your programs primary function from the following types of services:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Permanent Housing | <input type="checkbox"/> Emergency Assistance |
| <input type="checkbox"/> Transitional Housing | <input type="checkbox"/> Emergency Shelter |
| <input type="checkbox"/> Bednights | <input type="checkbox"/> Other |



Section A Agency Revenue Information

Agency Name: Legal Aid of Western Missouri

Program: Homelessness Prevention

Funding Entity	Source Description	2017 Actual	2018 Projected
Federal	70% Legal Services Corporation, 30% Other Federal Grants	\$ 2,843,285	\$ 3,115,942
State	State Filing Fees and State Services to Victims Fund (SSVF)	\$ 879,939	\$ 840,000
Jackson County	JCHRC	\$ 41,000	\$ 41,980
City of Kansas City	70% Municipal defense contract; 30% civil casework, primarily community development	\$ 1,795,029	\$ 2,003,394
Charity/Donations	Includes foundation grants and corporate contributions	\$ 805,697	\$ 605,192
Fundraisers	Multi-year "Justice For All" fundraising campaign	\$ 784,553	\$ 699,400
Other	Interest on Lawyers' Trust Accounts (IOLTA), United Way, and other sources	\$ 1,951,850	\$ 1,659,653
		\$ 9,101,353	\$ 8,965,561

Does your agency have cash reserves? Yes No

If so, what is the current balance? \$ 4,104,157

Please check all Jackson County sources your agency received funding from in 2017:

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

List partnerships with other Jackson County homeless services agencies:

The Salvation Army, Catholic Charitas, Hope House, Synergy Services, Rose Brooke Center, Kansas City Neighborhood Alliance, Housing Information Center, Missouri Housing Development Commission, Department of Housing and Urban Development (HUD)



Section B
2018 Program Budget Request

Agency Name: Legal Aid of Western Missouri

Program: Homelessness Prevention

Direct Expenses		Max Allowed by JaCo	Amount Requested	Check if Used with Matching Funds			
Shelter Assistance		\$50 Per Night Per Client		Total # Clients	# Clients	# Nights	
		\$300 Per Year Per Client		Your Program Serves	Served with JaCo Funds		
	Bed Nights	\$100 Per Night Per Family		_____	_____ x _____ =	0	<input type="checkbox"/>
		\$500 Per Year Per Family		_____	_____ x _____ =	0	<input type="checkbox"/>
	Transitional Housing			_____	_____ x _____ =	0	<input type="checkbox"/>
	Emergency Shelter			_____	_____ x _____ =	0	<input type="checkbox"/>
	Client Mortgage	Once Per Year Per Client					
	Client Rent	Once Per Year Per Client					
	Client Utilities	\$300 Per Client					
	Client Transportation	\$50 Per Client \$100 Per Family					
	Food	\$50 Per Client \$100 Per Family					
	Clothing	\$50 Per Client \$100 Per Family					
	Other: Please Detail Below						
	Total Direct Expenses		\$ 0				
Indirect Expenses							
	Salaries						
	Case Manager		\$ 37,500				
	Fringe Benefits		\$ 7,500				
	Other: Please Detail Below						
	Total Indirect Expenses		\$ 45,000				
	Total Request for Funding		\$ 45,000				
				Total Program Cost			
				Total program cost regardless of		\$ 160,375	
				Jackson County Funding you are requesting	_____		
				Estimate of Cost Per Participant	_____	\$ 1,782	



Section C 2018 Program Information

Agency Name: Legal Aid of Western Missouri

Program: Homelessness Prevention

Primary Program Type

Assistance Type

Is this program sustainable without Jackson County's funding.

YES

NO

Detail the main objective of the program.

Legal Aid is seeking continued funding from the Housing Resources Commission for our highly cost-effective homelessness prevention work. We are the only nonprofit agency in Jackson County that provides free legal assistance to homeowners and renters who are facing eviction as a result of foreclosures. The project primarily focuses on stopping foreclosure sales of owner-occupied housing by requesting mortgage loan modifications, tax redemption contracts, filing Chapter 13 bankruptcies and other court proceedings to gain additional time to resolve payment defaults, disputing incorrect mortgage billing statements, providing advice to clients about their legal rights and responsibilities as homeowners, and other legal services that provide support and assistance to Jackson County residents facing the threat of homelessness. Occasionally, foreclosure and eviction are unavoidable; in these cases, we provide legal advice to clients that often includes explanation of the foreclosure and eviction process, guidance on how to secure long-term housing after foreclosure, and advice about potential tax and other consequences of foreclosure. If Legal Aid does not represent these clients, in all likelihood, no one else will. Without the professional assistance Legal Aid provides, these clients and their families would likely become homeless. Furthermore, whereas a homeless shelter might provide housing for an individual for a few days or weeks, the work that Legal Aid does secures housing for our clients for months and, in many cases, years to come.

Our Homelessness Prevention team includes two attorneys and a paralegal supervised by the Managing Attorney of Legal Aid's Central Office. This dedicated team helps low-income homeowners in Jackson County avoid foreclosures. In cases where foreclosure is unavoidable, the team counsels homeowners and renters to help them secure housing afterward.

In 2017, Jackie Domian became a staff attorney for the Foreclosure Prevention Unit's Homelessness Prevention Project, where she works to save homes at risk of foreclosure. With each home saved, Jackie saves another individual or family from becoming homeless. Before she worked at Legal Aid, Jackie received a triple major in Spanish, Philosophy, and Political Science from Rockhurst University and went on to attend the University of Missouri - Kansas City (UMKC) School of Law. While in law school, Jackie interned at Legal Aid. In 2011, she accepted a full-time position in the Warnsburg office, where she helped survivors of abuse obtain Orders of Protection. Jackie then briefly left Legal Aid to be a clerk for the Honorable Michael Manners, but returned to the organization in 2013 after Judge Manners retired. Upon returning to Legal Aid, for four years she served as an attorney in Kansas City's Municipal Drug Court as part of Legal Aid's Municipal Court Unit before accepting her current position on the Homelessness Prevention Project team.

Susan Kephart, the other attorney on this project, has been with Legal Aid since 1979 after receiving her J.D. from UMKC, where she had also completed her undergraduate degree in Music. Susan has nearly 40 years of experience in poverty law matters and has represented clients in consumer and housing cases, including predatory lending issues for over 30 years. She has been doing foreclosure prevention work since 1995. In 2005, Legal Aid was awarded a Fellowship by the National Consumer Law Center, and she became the Predatory Lending Fellow at Legal Aid. Her compassion toward clients and persistence in each case is unmatched, and she is well-known for dedicating countless additional hours in order to achieve the best possible outcomes for everyone she serves.

Terry Rinehart is the paralegal on the Foreclosure Prevention Team. Terry worked for the State of Iowa as Director of the Educational Services division at Iowa Public Television before joining Legal Aid in 2016, ending a 41-year career in education and educational administration. In 1975, Terry received his B.S. in Social Studies Education and then, in 1977, his M.S. in Educational Administration from Northwest Missouri State University. He completed an Ed.S. (Educational Specialist Degree) in 1979 from University of Missouri - Columbia. In 2005, he received an MBA with a focus on financial management from Rockhurst University and is currently participating in paralegal certificate coursework through the University of California-Berkeley.

In 2017, the team saved 27 Jackson County residents' homes from foreclosure and provided other legal support (described above) to 55 homeowners facing the possible loss of their homes. We are also currently representing 50 homeowners including 10 that are requesting mortgage loan modifications, 14 with pending Chapter 13 bankruptcies (while these can take up to 5 years to complete, it looks as if most, if not all, of these clients will save their homes), and 2 clients in pending lawsuits to save their homes.

How does your program measure success? Over what period of time?

The objectives of this project are substantive, quantifiable, objective, and relatively easy to evaluate. In foreclosure prevention casework, we either successfully stop a foreclosure from going forward or not. Our case files clearly indicate the assistance we provided to help residents preserve their housing or to secure other housing. The Managing Attorney reviews cases on an ongoing basis to ensure appropriate handling and that outcomes are tracked in the computerized case tracking system. This system not only records specific case outcomes, but also family size, age, income and many other pieces of demographic information about each client. While this information is used in the case acceptance process, we strive to provide some level of representation to every client who comes to us for assistance.

We must prioritize which cases receive more extensive services and which we provide brief counsel and advice. For instance, a family with children in the home may be prioritized over a single homeowner because saving the family's home will prevent homelessness for more people. Similarly, an applicant with no financial resources will be given preference over someone with more resources because those with lower income are at greater risk of becoming homeless.

Target Population

Program: Homelessness Prevention

Describe target population and demographics to be served.

Legal Aid's Homelessness Prevention team is dedicated to representing low-income residents, many of which are disabled or elderly, that are at risk of becoming homeless. We focus on those with incomes under 125% of the federal poverty guideline but applicants with income up to 200% of the

Are your services available to anyone? Yes No

If not, please check criteria used for the participants you serve and explain below.

- Age
- Veterans
- Income
- Substance Abuse
- Gender
- Geographic location
- Family Status
- Other

Explain: Legal Aid's Homelessness Prevention team is dedicated to representing low-income residents, many who are disabled or elderly, threatened with homelessness. We focus on those with incomes under 125% of the federal poverty guideline but applicants with income up to

Service Delivery Area

Identify your specific service delivery area by zip code or geographical boundary.

The specific geographic service delivery area for Legal Aid's Homelessness Prevention Project will be J

Yes No

- Is your agency a member of MAAC Link? Yes No
- Do you participate in Full Continuum of Care? Yes No
- Do you keep a list of participants for this program? Yes No

Identify the number of clients this program serves.

Total # served

served from Jackson County

served from Other Areas

Are these Clients: Duplicated Unduplicated

Outcomes

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

- | | |
|--|-------------------------------------|
| 1. Obtained bankruptcy protection | <input checked="" type="checkbox"/> |
| 2. Avoided foreclosure or other loss of home | <input checked="" type="checkbox"/> |
| 3. Provided advice or brief services on a housing matter | <input checked="" type="checkbox"/> |
| 4. Overcame denial of tenant's rights under lease or law | <input checked="" type="checkbox"/> |
| 5. Prevented court eviction | <input checked="" type="checkbox"/> |

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 HRC Office with copies.

Your organization will submit the following with the HRC 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:

Date Submitted:

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 **Legal Aid of Western Missouri**, 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, **Legal Aid of Western Missouri**, 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.)

Joseph P. Dandurand
Authorized Representative's Signature

Executive Director Legal Aid of Western MO
Title

Joseph P. Dandurand
Printed Name

06/18/2018
Date

Subscribed and sworn before me this 18th day of June, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on November, 19, 2021.

Lana L. Partridge
Signature of Notary

June 18, 2018
Date



LANA L. PARTRIDGE
My Commission Expires
November 19, 2021
Jackson County
Commission #17462679