

COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and between Jackson County, Missouri, hereinafter called "County", and **CONNECTIONS TO SUCCESS, INC.**, 300 W. Linwood Blvd. Kansas City, MO 64111, hereinafter called "Organization."

WITNESSETH:

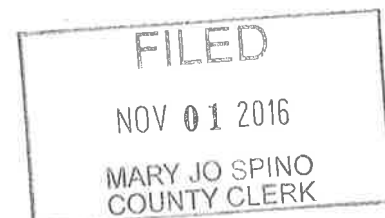
WHEREAS, the County and Organization desire to enter into a cooperative agreement, wherein the County will pay \$108,629.00 to the Organization for the Jackson County 2016 Constructing Futures Programs; and,

WHEREAS, the Jackson County Constructing Futures Program is a unique public-private partnership designed to provide a structured pathway to allow former criminal and/or drug offenders and/or unskilled and underemployed individuals to enter the construction industry, and at the same time provide permanent housing to those in need; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support this association in this manner; and,

WHEREAS, this Agreement was authorized by Resolution 19296, dated October 24, 2016;

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



1. **Services To Be Provided.** Organization shall serve as the manager of the Jackson County Constructing Futures Program, which will allow recovering drug offenders and/or formerly incarcerated and/or unskilled and underemployed individuals to learn the construction trade by rehabilitating a house that can then be occupied by a family who has recently struggled with homelessness, as is more fully set out in the proposal attached hereto as Exhibit A.

2. **Terms of Payment.** The County agrees to pay Organization a total amount not to exceed \$108,629.00. The County agrees to pay Organization \$30,000.00 upon execution of this Agreement. The remaining funds shall be paid monthly upon receipt of Organization's invoices and documentation submitted satisfactorily evidencing Organization's expenditure of the funds, pursuant to the Budget documents attached hereto as Exhibit B.

3. **Reports.** Organization shall submit a final report, including invoices and cancelled checks, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid by the County were used for the purpose set forth in this Agreement. Said report for the 2016 Constructing Futures Program shall be submitted to the Director of Finance and Purchasing, 415 East 12th Street, Kansas City, MO 64106 no later than March 30, 2017.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to this Agreement.

5. **Default.** If Organization shall default in the performance of any term of this Agreement, the County shall give Organization written notice setting forth the default and the corrective action required. If said default shall continue by Organization and not be corrected within 10 days of the receipt of said notice, the County may, at its election, terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's rights to seek legal redress.

6. **Indemnification.** Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

7. **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. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

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. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, 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.

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

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

does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

11. **Term**. This Agreement shall be effective October 1, 2016, and shall terminate on September 30, 2017, unless sooner terminated pursuant to the provisions of this Agreement.


12. **Termination**. This Agreement may be terminated by either party by mailing a notice of termination to the other party at least thirty (30) days before the termination becomes effective.


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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 28th day of OCTOBER, 2016.

APPROVED AS TO FORM:


JACKSON COUNTY, MISSOURI


By: 
W. Stephen Nixon
County Counselor

By: 
Frank White, Jr.
County Executive

ATTEST:

CONNECTIONS TO SUCCESS, INC.

By: 
Mary Jo Spino
Clerk of the Legislature

By: 
Title: CHIEF OPERATIONS OFFICER
Federal Tax ID No. 43-1859283

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$108,629.00 which is hereby authorized.

October 31, 2016
Date



Chief Financial Officer
Account No. 008-4401-56080-\$12,000
002-5102-56789-\$14,879
001-5101-56789-\$81,750

EXHIBIT A

Jackson County Constructing Futures 2016 Project Scope

Need for Project

Jackson County, Missouri faces a growing number of unemployed and/or unskilled citizens each year. Many are without jobs, job skills or a plan to attain either. This inability to become employed can create additional problems with housing, drug dependency, criminal behavior, etc. The social and economic cost to Jackson County resulting from this circumstance is overwhelming.

Much study has occurred regarding the relationship between employment and crime. It is widely believed that higher employment results in reduced crime. Many citizens experience employment challenges due to the lack of necessary skills for today's jobs. They are unable to achieve economic stability due to limited education, minimal skills and a lack of traditional work-related ethics and behavioral norms.

Another challenging problem facing many citizens and particularly low-income families is suitable housing. A growing number of Jackson County citizens are dealing with homelessness. Shelters and other transitional living centers continue to be overcrowded with many having long waiting lists for admission.

The above circumstances have led to the creation of and ongoing need for a program like Jackson County Constructing Futures. This unique program will offer hands-on training in basic home remodeling, followed by employment placement assistance. The project will provide wage-paying transitional employment followed by unsubsidized private sector employment offering career potential. In addition, the homes to be renovated by this project will serve as permanent housing to selected families.

Project Partners

Jackson County Constructing Futures is a unique public-private partnership designed to provide a structured pathway for unemployed and/or unskilled citizens to enter the construction industry, along with providing permanent housing to those in need. This program centers on a coalition of partners representing business, non-profit service providers and Jackson County.

Connections to Success is a non-profit organization providing services to Drug Court clients, re-entry clients (previously incarcerated), unemployed and/or unskilled citizens throughout the Jackson County community. Services include skills training, employment, career & professional development, housing, transportation, life coaching, mentoring and other related assistance.

Project Objectives

The primary objectives of this project are as follows:

1. Enhance the employability of unemployed and/or unskilled citizens residing in Jackson County, Missouri. This will be accomplished by providing selected participants with:
 - Marketable vocational skills in basic home remodeling.
 - Viable source of income while developing vocational skills.
 - Life coaching and mentoring to achieve their goals.
 - Means to develop pride in their accomplishments and in their community.

2. Improve the environment of a Jackson County, Missouri neighborhood.

This will be accomplished by:

- Rehabbing houses located in Jackson County, Missouri.
- Make the rehabbed home available as permanent housing for a family struggling with homelessness.

Project Design

The primary project partners and their roles are:

- Jackson County, MO Office of the County Executive – overall project management, identify property, funding
- Connections to Success – prepare & train workers, subcontract with construction business, project fiscal agent
- Ivanhoe Neighborhood Council – resident engagement, ownership of property until transferred to resident, receive payments from resident
- Jackson County COMBAT - funding
- Jackson County Housing Resource Commission – funding and assistance seeking resident applicants

The project will leverage existing community resources currently serving unemployed and/or unskilled citizens of Jackson County implemented by Connections to Success. Each participant will be currently enrolled in an existing program with Connections to Success. Such programming will assist in providing workforce readiness training, job placement, resource management and other assistance needed for the participant to achieve his/her goals.

Jackson County Constructing Futures program will be implemented in three (3) phases as follows:

Phase 1 - Introduction and orientation meetings will be held by Connections to Success and to describe the project and seek those interested in participating. This population may include Drug Court clients and/or former offenders convicted of a felony and recently released to the Jackson County community. Based on assessment results, participants will be selected to attend a three (3) week Personal and Professional Development workshop administered by Connections to Success. Emphasis of the curriculum is on the strengths, abilities and skills identified by each participant. On each day of training, participants are led through a career development model that has been successfully used by diverse populations. Asset building begins the process of career development by helping participants identify strengths, likes and interests that can be developed into employment opportunities.

Phase 2 - Those who have successfully completed the Personal and Professional Development workshop and desire to enroll in the "Jackson County Constructing Futures" program will enter Phase 2. It is planned that the primary participants will be chosen along with alternates. Phase 2 consists of a brief orientation to the program. Activities include project overview, site visit, safety instructions, performance expectations, etc. Each participant will be required to sign a

“Participation Agreement” outlining expectations and commitments for continued participation. All agreements will be signed by participants and representatives of Connections to Success.

Phase 3 – This phase involves on-the-job training at a selected work site. Activities necessary to rehabilitate a selected home offer opportunities to learn basic skills in the following areas:

- Demolition work
- Carpentry (installing cabinets, trim, taking measurements, etc.)
- Minor Plumbing (changing out fixtures, faucets, shower heads, etc.)
- Minor Electrical (installing outlets, switches, light fixtures, etc.)
- Interior Painting
- Hanging, mudding, taping and sanding drywall
- Flooring and tile installation
- Exterior siding installation and repair
- Running duct work
- Other basic remodeling activities

During Phase 3, each participant will be paid an hourly wage of \$10.00. Participants will receive a weekly payroll check from the construction sub-contractor approved by Connections to Success with all applicable taxes and withholdings accounted for.

Upon completion of Phase 3, participants will receive certificates of completion from the program and be prepared for private sector employment.

Outcomes

Jackson County Constructing Futures will produce many positive outcomes including:

1. A structured pathway for Drug Court clients and/or former offenders convicted of a felony and/or unemployed and/or unskilled citizens to enter a high growth industry.
2. Permanent housing for homeless families in need of suitable living quarters, as well as potential transitional living for other qualified adults.
3. Opportunities to transform abandoned/deteriorating properties into livable housing.
4. Reduced recidivism among local, former offenders and/or Drug Court clients.
5. Source of labor for growing construction opportunities in the Jackson County region.

Evaluation

1. The program will track the number and demographic make up of potential participants who apply for the program, the number and demographic make up of those who are accepted, and the number and demographic make up of those who graduate from the program.
2. The program will document the condition of the house/building including its curb appeal, before and after the successful completion of the project.
3. The program will survey participants to get their perceptions of how the program affected their re-integration back into the job market.
4. The program will document the number of graduates who are offered employment.

Structure of Agreement

Connections to Success will enter into a Cooperative Agreement with Jackson County, Missouri to complete all activities included in this proposal and receive payments according to the attached payment schedule.

Constructing Futures 2016

Exhibit B

Project Budget

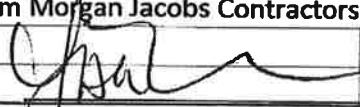
Description	House	Amount	
Rehab**	35th St.	\$ 33,100.00	
Rehab**	Park Ave.	\$ 53,500.00	
CTS training & management*	2016 project	\$ 3,000.00	
Construction utilities, insurance, home warranty*	2016 project	\$ 4,200.00	
security*	2016 project	\$ 250.00	
Home alarm	2016 project	\$ 500.00	
Closing for 2016 & 2015 projects	2016/15 project	\$ 6,500.00	
7.5% contingency	2016 project	\$ 7,579.00	
		\$ 108,629.00	
*See attached quote from CTS, dated 10/7/16			
**See attached quotes from Morgan Jacobs Contractors			
Submitted by Lisa Honn: 			

Exhibit C

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 **Connections to Success** 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, **Connections to Success**, 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.)

[Signature]
Authorized Representative's Signature
CHIEF OPERATIONS OFFICER
Title

Brian Lambert
Printed Name
10/28/16
Date

Subscribed and sworn before me this 28 day of October, 2016. I am commissioned as a notary public within the County of St. Charles, State of Missouri, and my commission expires on May 1, 2019.

Catherine M. Compton
Signature of Notary

10/28/2016
Date

