

MEMORANDUM OF UNDERSTANDING

**Reentry Funding for Offenders
between
The Missouri Department of Corrections
Reentry Services Section
2729 Plaza Drive
Jefferson City, MO 65102
and
Jackson County, Missouri**

The Missouri Department of Corrections ("DOC") agrees to provide funding to Jackson County, Missouri ("the County") for reentry resources to former offenders in accordance with the following terms and conditions hereby agreed upon:

1. The County agrees to provide reentry resources to offenders of the DOC. To be eligible for reentry resources under this agreement, offenders must meet the following criteria:
 - 1.1 Former offenders must have been released by the DOC within the last 24 months prior to requesting resources. Offenders must have been released under parole supervision and are still under parole supervision or have completed their parole within the 24 months or have been released upon completion of their sentence (Director's Discharge).
 - 1.2 Former offenders must reside within Jackson County.
2. The DOC Research and Evaluation Section shall provide the County the name and institution of incarceration of offenders sentenced from Jackson County being released, at least two months prior to their release date.
 - 2.1 The DOC shall continue to provide such information beyond the expiration of this agreement until notified by the County that all funds provided under this agreement have been expended.
3. The County may contact the office of the Director of the Division of Adult Institutions to obtain the current name and contact information of the Institutional Parole Officer.
4. The County and any contractor of the County shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
5. Each party shall be responsible for damages that result from its own employees', agents' and representatives' acts or omissions during the performance of duties agreed to herein. By so agreeing, neither party waives any of the protection afforded it as a public body of the State of Missouri. The parties agree to be responsible hereunder only to the extent they would otherwise be liable under the provisions of section 537.600, et seq., RSMo. To the extent allowed and imposed by law, the parties agree the County shall indemnify, save, and hold DOC, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to this Agreement.
6. The County shall provide all necessary and required insurance for the County's staff and equipment of the County unless otherwise indicated herein. DOC shall not be liable in the event of loss and/or shrinkage, and/or damage of any of the County's equipment or supplies. Title to any leased and/or purchased supplies and equipment procured by the County as a result of this Agreement shall be held by and vested in the County.

FILED

FEB 05 2016

MARY JO SPINO
COUNTY CLERK

7. This Agreement is not intended to create any rights, liberty interest nor entitlements in favor of any offender or former offender. The Agreement is intended only to set forth the rights and responsibilities of the parties hereto. Any person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
8. The County shall maintain records as may be required by the Agreement, and shall provide them to DOC upon request. Records shall also be made available the Missouri State Auditor as requested for audits.
9. On a quarterly basis, or at the request of the DOC, the County shall submit an itemized report to the DOC identifying the services provided to former offenders. At a minimum, the report shall include:
 - An identification number for each former offender
 - The type of service(s) received by each former offender
 - The amount spent on each former offender
 - The identifiable successes of former offenders by type (i.e. employment, housing, transportation, etc.)

The above referenced report shall be submitted to:

Missouri Department of Corrections
Attn: Reentry Unit
PO Box 238
Jefferson City, Missouri 65102

The County shall submit its quarterly reports to the Missouri DOC within 30 days of the end of each quarter with the final report due by July 30, 2016.

10. **E-Verify:**
 - 10.1 E-Verify is a federal work authorization program. Information regarding E-Verify is available at: http://www.dhs.gov/files/programs/nc_1185221678150.shtm
 - 10.2 As a condition for the award of any contract or grant in excess of \$5,000, pursuant to section 285.530 RSMo, the County name must affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:
 - 10.3 The County must submit Exhibit A, BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, and AFFIDAVIT OF WORK AUTHORIZATION prior to an award of contract.
11. The County shall receive the entire funding of \$40,000.00 at the start of the Agreement. Payment shall be processed through the state's financial management system, SAM II, using the County's vendor number. No other payments or reimbursements shall be made to the County for any reason whatsoever. The County shall expend all funds received under this agreement no later than June 30, 2016.
12. The parties agree that any change to this Agreement including those that are necessary as a result of a statute, rule or regulation, or court order adopted after the effective date of this Agreement shall be accomplished by written and signed amendment between the parties.


13. **This Agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this Agreement shall be effective unless mutually agreed upon in writing by the parties. The County further agrees that the language of this Agreement shall govern in the event of conflict.**
14. **Further, it is agreed upon by the parties that this Agreement shall terminate on the part of all parties at 11:59 p.m. on June 30, 2016.**

Signed and agreed hereto:



Michael D. Sanders
County Executive

1/4/2016
Date



George A. Lombardi, Director
Missouri Department of Corrections

1/9/16
Date

ATTEST:



Mary Jo Spino, Clerk of the Legislature
Clerk of the Legislature

APPROVED TO FORM:



W. Stephen Nixon
County Counselor

EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

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. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B - CURRENT BUSINESS ENTITY STATUS

I certify that Jackson County, Missouri (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

W. Stephen Nixon

Authorized Business Entity Representative's Name
(Please Print)

W. Stephen Nixon

Authorized Business Entity
Representative's Signature

Jackson County, Missouri

Business Entity Name

01/07/2016

Date

snixon@jacksongov.org

E-Mail Address

As a business entity, the bidder must perform/provide each of the following. The bidder should check each to verify completion/submission of all of the following:

-- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.show; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

-- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;

AND

-- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT A (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now W. Stephen Nixon (Name of Business Entity Authorized Representative) as County Counselor (Position/Title) first being duly sworn on my oath, affirm Jackson County, Missouri (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Jackson County, Missouri (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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 575.048, RSMo.)

William Stephen Nixon W. Stephen Nixon
Authorized Representative's Signature *Printed Name*

County Counselor 1/07/2016
Title *Date*

snixon@jacksongov.org _____
E-Mail Address *E-Verify Company ID Number*

Subscribed and sworn to before me this 7th of January, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on April 17, 2019.

Tedi Rowland 1/7/2016
Signature of Notary *Date*



TEDI H. ROWLAND
My Commission Expires
April 17, 2019
Jackson County
Commission #15173884



Employment Eligibility Verification



Welcome
Randy Reyes

User ID
RREY9975

Last Login
10:24 AM - 01/25/2016 Log Out

Click any icon for help

- Home
- My Cases
 - New Case
 - View Cases
 - Search Cases
- My Profile
 - Edit Profile
 - Change Password
 - Change Security Questions
- My Company
 - Edit Company Profile
 - Add New User
 - View Existing Users
 - Close Company Account
- My Reports
 - View Reports
- My Resources
 - View Essential Resources
 - Take Tutorial
 - View User Manual
 - Share Ideas
 - Contact Us

Company Information

Company Name: Jackson County

Company ID Number: 208144

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1:

415 E. 12th St.

Address 2:

City:

Kansas City

State:

MO

Zip Code:

64106

County:

JACKSON

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 446000524

Total Number of Employees: 1,000 to 2,499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Local Government

NAICS Code: 921 - EXECUTIVE, LEGISLATIVE, AND OTHER GENERAL GOVERNMENT SUPPORT

Total Hiring Sites: 1



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 208144

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Jackson County

Randy R Reyes

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/22/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/22/2009

Date