### **COOPERATIVE AGREEMENT**

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, RIVER OF REFUGE 5155 RAYTOWN ROAD #101 KANSAS CITY, MO 64133, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Transitional Housing Program; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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:

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

- 1. <u>Services</u>. Organization shall provide services Transitional Housing Program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2019, through December 31, 2019, 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.
- 2. <u>Terms Of Payment</u>. The County agrees to pay Organization the total amount of \$60,250.00 in quarterly installments of \$15,062.50, with the payment for the

JUN 0 3 2019

MARY JO SPINO COUNTY CLERK

first quarter in advance upon execution of this Agreement; this is the <u>ONLY</u> payment that may be made in advance throughout the entire term of this Agreement. The remaining payments shall be made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. 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.

Reports/Other Documentation. Within 30 days after the conclusion of 3. each calendar quarter under this Agreement, Organization shall submit a quarterly reconciliation report through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Department of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first quarter must be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Organization's failure to submit this annual report shall disqualify Agreement. Organization from future funding by the County. Organization must submit all quarterly reconciliation reports in the format specified by the County regardless of whether activity took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment.

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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization
- 4. <u>Submission of Documents</u>. No payment shall be made under this Agreement unless Organization shall have submitted to the County's Department of Finance and Purchasing through the Jackson County Outside Agency portal accessible on <a href="www.jacksongov.org/auditor">www.jacksongov.org/auditor</a>: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization'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 Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization'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 Department 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

- 5. **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 for employment 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.
- 6. <u>Employment Of Unauthorized Aliens Prohibited</u>. 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 B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- 7. Audit. The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to this Agreement. Further, Organization 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.
- 8. <u>Default</u>. If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization 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 Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.
- 9. Appropriation Of Funds. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization 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 Organization 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.
- 10. <u>Conflict Of Interest</u>. Organization warrants that no officer or employee of the County, whether elected or appointed, shall, in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of this Agreement.
- 11. <u>Severability</u>. 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.

- 12. <u>Indemnification</u>. 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) 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 Organization during the performance of this Agreement.
- 13. <u>Insurance</u>. 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.

- 14. <u>Term.</u> The term of this Agreement shall commence January 1, 2019, and shall continue until December 31, 2019, unless sooner terminated pursuant to paragraph 8, 15, or 19 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.
- 15. <u>Termination</u>. 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.
- 16. <u>Standard of Care</u>. 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.
- 17. <u>Financial Contact</u>. 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 and Purchasing 415 E. 12<sup>th</sup> Street, Suite 100 Kansas City, MO 64106 River of Refuge 5155 Raytown Road #101 Kansas City, MO 64133 (816) 737-5100

- 18. Affirmative Action 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.
- 19. Remedies For Breach. Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:
- A. The County may, without prior notice to Organization, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization 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.

- 20. <u>Transfer And Assignment</u>. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.
- 21. <u>Organization Identity</u>. 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.
- 22. <u>Confidentiality</u>. Organization'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.
- 23. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 3rd day of \_\_\_\_\_\_, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

county yourselor

County Executive

ATTEST:

Mary Jo Spino '\

Clerk of the Legislature

**RIVER OF REFUGE** 

Title Executive Director

Federal Tax I D 27-0280023

## **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 \$60,250.00, which is hereby authorized.

Date

529-2019

Director of Finance and Purchasing Account No.002-7769-56789

77692019001 KA

#### Exhibit A

River of Refuge Transformal Housing Program May 14 2019 Page 1

## River of Refuge

5155 Raytown Rd Kansas City, MO 64133 (816) 737-5100 Riverofrefuge.com fedtaxid: 27-0280023

Fiscal Year: January to December

GuideStar:

Mission: The mission of River of Refuge is to empower working-poor families with financial security through interim housing.

#### **Executive Director**

Executive Director Stephanie Keck (816) 737-5100 Stephanie@riverofrefuge.com

#### **Contact Person**

River of Refuge Stephanie Keck (816) 737-5100 stephanie@riverofrefuge.com

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 1: Yes At-large District 2: Yes

River of Refuge Transitional Housing Program May 14, 2019

### **Agency Revenue Information**

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Donations	Direct public support			X	\$119,564	\$285,000
Fundraisers	Annual gala and other events			X	\$90,000	\$105,000
Other	Tax Credits, Grants			X	\$1,959,000	\$2,080,000
Housing Resources Commission	Transitional Housing Program			X	\$10,000	\$10,000
	Transitional Housing Program			X	\$50,000	\$105,000

Please check if your agency has cash reserves: What is the current balance? \$35,500

Date Program was Initiated: 2016

What time period does this program run: All Year

River of Refuge Transitional Housing Program May 14-2019

Provide program description: River of Refuge's mission is to empower working-poor families through programs that encourage financial responsibility, provide interim housing, and assist families with fundamental needs. The agency's goal is to impact the greater Kansas City area with services designed to reverse the cycle of poverty for working families and restore self-sufficiency for those in poverty. River of Refuge has four paid full-time staff and two part-time staff with a 100% retention rate. The agency is supported by a dedicated 16-member board of directors. River of Refuge was established in 2009 by John Wiley in Raytown, Missouri in Jackson County. Mr. Wiley had the vision to give hope and opportunity to the "hidden homeless" or those who are living in less than adequate conditions. To meet the needs of the Jackson County community, the agency initially opened a Family Assistance Program to support and help homeless families and/or families at risk of becoming homeless. Initial services included case management and support to help families navigate local resources that would stabilize their employment and housing situation. River of Refuge understands that the family unit is a key foundation of any community. In May 2016, the River of Refuge opened the doors to its Transitional Housing Program. This allowed the organization to shift its focus away from addressing only the short-term effects of poverty and homelessness and impact the problem as a whole. Before entering the program, We strategically screen and select participants with the highest potential of successfully completing our program. Each family lives in their own fully furnished apartment and pays no rent nor utilities the entire length of their stay. For three-fourths of the program length, all of the non-perishable food items and hygiene products are supplied to the family as well. This allows the family to focus on paying off debt which is a barrier to homelessness and build a savings account helping them to obtain housing of their own choosing at the completion of the program. These families receive resources needed to be successful in permanent housing. Resources include but are not limited to, case management and financial coaching, life skills and parenting classes and substance abuse recovery classes if applicable. We serve families from all over Jackson County Missouri of all ages, races/ethnicities, and genders. Families often have experienced a crisis that has left them homeless or at risk of becoming homeless. They may have lost a job that was beyond their control, lost their savings due to health issues, or experienced domestic violence. Many families resort to living in pay-by-the-week motels or in their car. While in the program, children attend their school of origin, which most often is Raytown or Kansas City, Missouri school district with a few families in the Lee's Summit or Grain Valley school district.

Describe the benefits of this program to Jackson County Missouri: Data from the Bureau of Labor Statistics defines the "working poor" as people who spend 27 weeks or more per year in the labor force either working or looking for work but whose incomes fall below the poverty level. In Jackson County, 51% of residents are housing cost-burdened (Statewide Homelessness Study, 2017). The American Community Survey (2012-2016) shows Jackson County residents earn a median household income of \$48,104 and 17% live below the Federal Poverty Level (FPL). While our services are offered to individuals across the Kansas City metro, River of Refuge is the only organization dedicated to preventing and ending homelessness for working poor families located in the Raytown area. Poverty statistics in Raytown, Missouri closely match those of Jackson County: median household income is \$48,565 and 15.5% of residents live below FPL (American Community Survey 2012-2016). Working poor families are often one accident, illness, or missed paycheck away from becoming homeless. According to the Kansas City Eviction Project (www.evictionkc.org), 42 formal evictions were filed on an average day in Kansas City over the last 18 years. Their website states, "Most low-income renters in Kansas City—and, increasingly, some with moderate incomes-struggle to pay rent. Poor renters often occupy housing that costs more than they can afford, which can result in evictions and homelessness. Poor people and communities of color are most impacted by eviction. Both a cause and condition of poverty, eviction impacts employment and health, causes student mobility, and can make it harder and harder to find secure housing." In 2018, there were 1,798 individuals in 1,346 households experiencing homelessness in the Kansas City area (2018 Point in Time Count). In 2015-2016, 4,875 students were homeless in Kansas City Continuum of Care catchment school districts, up 55% from the 2009-2010 school year (Statewide Homelessness Study, 2017). Since opening its doors in May 2016, the River of Refuge has served a total of 44 families. In 2017, a total of 103 individuals were served and out of these 103 people, 74 were children. The benefits to Jackson County are numerous. The rate of recidivism of homelessness will decrease by 10% in graduates of the Transitional Housing Program. School attendance will increase by 10% in children living in the program. Program members will receive assistance obtaining a livable wage to support their family. This will increase the overall household budget and reduce the risk of eviction or foreclosure.

Describe target population to be served: The program is open to citizens in the Kansas City metro. The two main racial groups in the Kansas City Continuum of Care catchment area are White, Non-Hispanic/Non-Latino (63% of Jackson County's population) and African Americans (24% of Jackson County's population). For both homeless families and adults living without children, the proportion of African Americans in emergency shelter ranges from 60 to 65% (Statewide Homelessness Study 2017). Both genders are served and all age groups.

What are the qualifications for participants: The program is open to individuals or couples with children, school-aged or younger in the home. All program members must be working at least 35 hours per week or more prior to entering the program. All adults in the home must be free of all illegal drugs and mood altering substances and alcohol.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 97

Number of participants from Other Areas: 6

Total Number of participants: 103

River of Refuge Transitional Housing Program May 14, 2019 Page 2

#### **Outcomes**

Outcome: Children residing at the River of Refuge will increase their attendance in school by 10% over one semester's time.

How will outcome be measured: This will be measured by comparing the attendance records from the previous semester to the current semester. The number of absences will be recorded, compared, and contrasted.

Outcome: Adults in the program will increase their income by 10% as a result of residing at the River of Refuge.

**How will outcome be measured:** A requirement of all adults in the River of Refuge's Transitional Housing Program is to maintain full-time employment. They will show paycheck stubs to their Case Manager to validate the number of hours they work per week.

Outcome: 75% of Graduates of the Transitional housing program will maintain self-sufficiency and have no recurring episodes of homelessness after five years.

How will outcome be measured: Surveys will be sent, or the graduates will be questioned verbally in person, at the 3-month, 6-month, 1-year, 3-year, and 5-year mark.

Outcome: As a result of living in the River of Refuge's Transitional Housing Program, needs which have been neglected such as required immunizations and routine medical and dental exams will be up-to-date.

How will outcome be measured: A survey given at the beginning and end of the program stay will determine what services are lacking. Is this program Health and Safety: Yes

Type of Service	
Basic Needs	Yes
Educational	
Emergency Assistance	
Mental Health	
Recreational	
Support Services	

What Jackson County Legislative Districts are served by this program:

At-large District 2: Yes

Total 2019 Program Budget Award: \$60,250

River of Refuge Transitional Housing Program May 14 2019 Prige 4

Salaries						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Administration	Executive Director	The Executive Director is responsible for the successful leadership and management of the organization according to the strategic direction set by the Board of Directors. Through participation with the Board of Directors, a vision, mission and strategic	\$50,250	\$70,000	-	
Administration	Program Director/Coordinator	The Director of Programs position provides the leadership, management, and vision necessary to ensure that the River of Refuge has the proper programs, administrative and reporting procedures, and people systems in place.	\$10,000	\$45,000	:•:	
Salary & Fringe Totals			\$0	\$0		\$0

Direct &	Indire	ect Expenses		
Category	Name	Description	Amount Awarded	Total Expense
Total			\$0	\$0

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$452,564
	\$1,019
JACO Funding/Total Program Cost	13%

# 2019 Jackson County Outside Agency Funding Proposal Budget as Awarded River of Refuge Transitional Housing Program

Document type: insurance Name: river-of-refuge-cert.pdf River of Retuge Transitional Housing Program May 14, 2019 Page 5

Document type: 501 Name: 501-c-3.pdf

Document type: registration Name: 2017-annual-report.pdf

Document type: goodstanding

Name: certificate-of-good-standing-2015.pdf

Document type: balance

Name: 2017-year-end-balance-sheet.xlsx

Document type: income

Name: 2017-statement-of-fin-position-income-expense.xlsx

Document type: cashflow Name: <u>2017-statement-of-cash-flow.xlsx</u>

Document type: irs990

Name: river-of-refuge-990-tax-return-ye-12-31-2017.pdf

Document type: taxreceipt Name: 2018-tax-exempt.pdf

Document type: irsw9 Name: 2018-w9.pdf

Document type: annualreport Name: mayor-james-letter.pdf

Document type: audit

Name: ror-jackson-county-2017-report-1.pdf

#### 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 **River of Refuge**, 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, **River of Refuge**, 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.)

Studen Keck	Stephenie Keck
Authorized Representative's Signature	Printed Name
Executive Director	5/21/2019
Title	Dáte '
Subscribed and sworn before me this commissioned as a notary public wit many commission, and my commission	hin the County of Jackson, State of
42	<12.1/19



TIM HENSEL My Commission Expires April 9, 2023 Jackson County Commission #15631736