

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with Connections to Success, Inc., for the Building Futures Project, at a cost to the County not to exceed \$75,000.00.

RESOLUTION #16695 August 18, 2008

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Building Future Project is a unique public-private partnership designed to provide a structured pathway to allow former drug offenders to enter the construction industry, and at the same time provide permanent housing to those in need; and,

WHEREAS, the project will allow recovering drug offenders to learn the construction trade by rehabilitating an abandoned house that can then be occupied by a homeless family; and,

WHEREAS, Connections to Success, Inc., will serve as the manger for this project; and,

WHEREAS, the Prosecuting Attorney has recommended Anti-Drug Sales Tax funds in the amount of \$75,000.00 for this project for deferred prosecution of drug and drug-related offenses; now therefore,

BE IT FURTHER RESOLVED, that the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute a Cooperative Agreement, in a form to be approved by the County Counselor, with Connections to Success, Inc., at a cost to the County not to exceed \$75,000.00; and,

BE IT FURTHER RESOLVED, that the Director of Finance and Purchasing be and hereby is authorized to make all payments including final payment on the agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Greg D. Holden
Chief Deputy County Counselor

Mamie L. Jones
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16695 of August 18, 2008, was duly passed on *August 25*, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *8*

Nays *0*

Abstaining *0*

Absent *0*
Excused 1

9-2-08
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008-4154-56790

ACCOUNT TITLE: Anti Drug Sales Tax Fund
Pros Atty Deferred Pros.
Other Contractual Services

NOT TO EXCEED: \$75,000.00

August
Date

Deborah Korman
Director of Finance and Purchasing

COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and between Jackson County, Missouri, a Constitutional Home Rule County, hereinafter called "County" and Connections to Success, Inc., 8100 Ozark Road, Kansas City, MO 64120, hereinafter called "Organization."

WITNESSETH:

WHEREAS, the County and Organization desire to enter into a cooperative agreement, whereunder the County will pay \$75,000.00 to Organization for the Building Futures Project; and,

WHEREAS, the Building Futures Project is a unique public-private partnership designed to provide a structured pathway to allow former drug offenders 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;

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 Building Futures Project, which will allow recovering drug offenders to learn the construction trade by rehabilitating an abandoned house that can then be occupied by a homeless family, as is more fully set out in the proposal attached hereto as Exhibit A.

FILED
OCT 13 2000
MARY JO SPINO
COUNTY CLERK

2. **Terms of Payment.** The County agrees to pay Organization a total amount not to exceed \$75,000.00. The County agrees to pay Organization \$35,184.00 upon execution of this Agreement. The remaining funds shall be advanced upon receipt of Organization's estimated expenditures, and shall be reconciled based upon invoices and documentation submitted satisfactorily evidencing Organization's expenditure of the advanced funds, in accordance with the drawdown schedule, attached hereto and incorporated by reference as Exhibit B. County shall hold back 3%, or \$2,250, of the contract amount until completion of the project and receipt of the final report.

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 initial funds paid by the County were used for the purpose set forth in this Agreement. Said report shall be submitted to the Director of Finance and Purchasing, 415 East 12th Street, Kansas City, Missouri 64106.

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. **Conflict of Interest.** 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 contract.

7. **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.

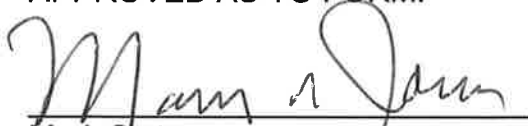
8. **Term.** This Agreement shall be effective as of September 1, 2008, and shall terminate on May 31, 2009, unless sooner terminated pursuant to paragraph 9.

9. **Termination.** This Agreement may be terminated by one (1) of the parties by mailing a notice of termination to the other party at least thirty (30) days before the termination becomes effective.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 13 day of October, 2008.

APPROVED AS TO FORM:



Mark S. Jones
County Counselor

JACKSON COUNTY, MISSOURI

By: 

Michael D. Sanders
County Executive

ATTEST:

CONNECTIONS TO SUCCESS, INC.

By: Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By: Brad Lambert
BRAD LAMBERT

Title: Co-Director

Federal I.D. # 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 \$75,000.00 which is hereby authorized.

10/13/08
Date

[Signature]
Director of Finance and Purchasing
Account No. 008-4154-56790
41542008002

Building Futures *"Rehabbing Lives While Rehabbing Communities"*

Background

In April of 1989, the citizens of Jackson County approved a sales tax increase (COMBAT, Community Backed Anti-Drug Tax) for the purpose of funding prevention, treatment and law enforcement initiatives to fight substance abuse. From this endeavor the Jackson County Prosecutor initiated the Jackson County Drug Court in 1993.

The intent of the Jackson County Drug Court (JCDC) was to provide a way for the judicial system to address the backlog of cases that stem from drug use by offering an alternative to incarceration, a felony diversionary program, by utilizing supervision, frequent drug testing and drug treatment of clients. To date, JCDC has successfully graduated 1,462 individuals from this program. Expanding on this success, further programs have been piloted to address the specific needs of probationers returning to our community with the aim of reducing the rate of return to prisons.

Probationers face similar challenges as those participants in JCDC. However, unlike Drug Court participants, probationers have the added burden of a conviction. This frequently creates roadblocks to employment.

"Building Futures" is a unique public-private partnership designed to provide a structured pathway for former offenders to enter the construction industry, along with providing permanent housing to those in need. This pilot demonstration project centers on a coalition of partners representing business, nonprofit service providers and local government.

Need for Project

The United States has more people incarcerated than any other country in the world with more than 2 million in the last ten years. Currently tax payers are absorbing approximately 40 billion dollars a year and the prison population has tripled in the last decade. The end result of this is that nearly 2 out of every 3 inmates released from prison today will return within the next 3 years, and over half (52%) of those within the first 9 months. Two critical contributing factors in this high recidivism rate are a lack of personal and vocational skills, and the need for continuing support in their efforts to stay clean and sober. The inability to financially make ends meet through lack of skills and personal confidence play major roles in why these men and women return to a life of substance abuse and crime, ultimately getting them sent back to prison.

Similar to other metropolitan areas throughout the country, Jackson County, Missouri faces a growing number of ex-offenders returning to its neighborhoods each year. Many are returning without jobs, job skills or a plan to attain either. This inability to become employed creates additional problems with housing, drug dependency, criminal behavior, etc. leading approximately 80% of unemployed ex-offenders to recidivate. The social and economic cost to the community resulting from this circumstance is overwhelming.

It is commonly recognized that access to stable employment is one of the principal challenges facing offenders returning to the community. Quickly addressing this challenge following release has been shown to make a difference in reducing the likelihood of re-arrest. However, unsubsidized private sector employment may not be a realistic option for formerly incarcerated individuals as a first step out of prison. Many have never worked. Others have been out of the labor market so long that they have little to offer employers in the form of previous work experience.

Another challenging problem facing many ex-offenders and other low-income families is suitable housing. Statistics from the Urban Institute indicate that as many as 30% of returning ex-offenders find themselves homeless. 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 "Building Futures". This project will offer hands-on training in basic home remodeling, followed by fulltime employment placement. 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 Objectives

The primary objectives of this project are as follows:

1. Reduce the recidivism rate of men and women who are reentering the Jackson County, Missouri community from jail or prison who have a history of substance abuse and provide ongoing support for substance abuse recovery.

This will be accomplished by providing selected participants with:

- Marketable vocational skills in basic home remodeling.
- Viable source of income while developing vocational skills.
- Peer support in their efforts to stay clean and sober, including onsite open discussions regarding recovery
- Means to develop a pride in their accomplishments and in their community.

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

This will be accomplished by:

- Rehabbing an abandoned single family home in a Jackson County, Missouri neighborhood.
- Make the rehabbed home available to the community as permanent housing for a homeless family. The selected family will make a financial contribution to the Ivanhoe Neighborhood Association in support of the Associations efforts to provide this program.

Project Design

The primary partners in this demonstration project are:

- Ivanhoe Neighborhood Association
- Jackson County, MO Office of the County Executive
- Jackson County, MO Prosecutors Office
- Jackson County COMBAT Anti-Drug Commission
- Jackson County Housing Resource Commission
- Kansas City, MO Dept. of Neighborhood and Community Services
- Kansas City Community Center
- Connections to Success
- Arrowhead Contracting

The project will leverage existing community resources currently serving offenders returning to Kansas City implemented by the Kansas City Community Center and Connections to Success. Additionally, material donations will be sought from local businesses and will be included as partners in the project.

“Building Futures” will be implemented in three (3) phases as follows:

Phase 1 - Introduction and orientation meetings will be held at the Jackson County Drug Court ReIntegration Program to describe the project and seek those interested in participating. This population includes offenders recently released from state correctional institutions and returning to the Jackson County community. Each offender interested in participating will be assessed according to various methods including interviews, the Self-Directed Search career assessment and record reviews. Based on assessment results, nine (9) participants will be selected to attend a one (1) 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 “Building Futures” project will enter Phase 2. It is planned that six (6) primary participants will be chosen along with three (3) alternates. Phase 2 consists of a one week orientation to the project. Activities include project overview, site visit(s), safety instructions, performance expectations, etc. This phase will be overseen by representatives from Arrowhead Contracting.

Phase 3 - This three (3) month phase involves on-the-job training at the selected work site. Activities necessary to rehab the 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
- Carpet and tile installation
- 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 Arrowhead Contracting 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

“Building Futures” will produce many positive outcomes including:

1. A structured pathway for former offenders to enter a high growth industry.
2. Permanent housing for homeless families in need of suitable living quarters.
3. Opportunities to transform abandoned properties into livable housing.
4. Reduced recidivism among local, former offenders.
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 that 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 appearance, 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 community.
4. The program will document the number of graduates who are offered employment.

Budget

Fiscal agent for the project will be Connections To Success, Inc. whose mission is "To empower determined individuals with a plan and resources to achieve economic self-reliance".

Connections to Success is a nonprofit organization serving Missouri and Illinois and created to encapsulate a number of existing programs whose vision is to break the cycle of poverty. Connections to Success will subcontract to Arrowhead Contracting for the purposes of payroll payments to participants.

Personnel Costs:

Project Director - 3 months (40 hours per week) at \$40/hour	\$ 19,200.00
6 Participants - 3 months (40 hours per week) at \$10/hour/each	*\$ 28,800.00
Workmans Compensation Insurance 18%	\$5,184.00
<i>*All appropriate state and federal taxes will be taken out by Paychex</i>	
Total payroll	\$53,184.00
Materials, supplies, utilities and other contract expenses	\$ 21,816.00
Total	\$75,000.00

Building Futures Drawdown Schedule

	<u>Payment #1</u>	<u>Payment #2</u>	<u>Payment #3</u>
Project Director -	\$ 6,400	8,400	3,150
Participant Labor -	9,600	11,600	6,600
Insurances -	5,184	0	0
Materials, utilities, etc. -	14,000	7,816	0
	\$35,184	\$27,816	\$9,750

Payment #1 is due and payable upon execution of the contract. An invoice will be presented at contract signing for \$35,184.00. Site work cannot begin until receipt of first payment.

As Payment #1 funds are nearly all expended, an invoice for Payment #2 will be submitted. Accompanying this invoice will be an accounting of Payment #1 expenditures. It is necessary for Payment #2 to be received prior to complete expenditure of Payment #1 funds to maintain project progress.

As Payment #2 funds are nearly all expended, an invoice for Payment #3 will be submitted. Accompanying this invoice will be an accounting of Payment #2 expenditures along with an accounting of any Payment #1 funds not spent at the time of Payment #2 invoice submittal. It is necessary for Payment #3 to be received prior to complete expenditure of Payment #2 funds to maintain project progress.

A percentage of the total contract amount, 3% or \$2,250.00, will be held back until completion of the project. This amount will be paid to Organization upon successful completion of the project as detailed in the contracted, and upon the submission of a summary of all expenditures with backup documentation substantiating project funds.