

**COOPERATIVE AGREEMENT  
(Housing Resource 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, the **TWELFTH STREET HERITAGE DEVELOPMENT CORPORATION**, 2000 E. 12th Street, Kansas City, MO 64127, hereinafter called "Organization."

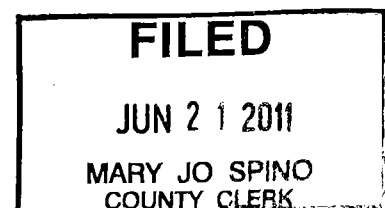
**WHEREAS**, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with the County's Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and,

**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 County and Organization desire to enter into a cooperative agreement, whereunder the County will pay \$30,000.00 to Organization for the Re-entry Pilot Program project; and,

**WHEREAS**, the Re-entry Pilot Program project is a unique partnership designed to



provide a structured pathway to prevent homelessness by employing former prison inmates to maintain and improve vacant lots in Jackson County; 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 Re-entry Pilot Program, which will employ former prison inmates to maintain and improve vacant lots in Jackson County, 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 \$30,000.00. The County agrees to pay Organization \$10,000.00 upon execution of this Agreement. The remaining funds shall be advanced on a monthly basis 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. The final payment invoice must be submitted no later than January 15, 2012.

3. **Reports.** Organization shall submit a final report, including 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 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 12<sup>th</sup> Street, Kansas City, Missouri 64106 no later than December 31, 2011.

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 in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

9. **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.

10. **Term.** This Agreement shall be effective upon execution, and shall terminate on December 31, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

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

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

**IN WITNESS WHEREOF**, the County and Organization have executed this Agreement this 21 day of June, 2011.

APPROVED AS TO FORM:

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

JACKSON COUNTY, MISSOURI

By: Michael D. Sanders  
Michael D. Sanders  
County Executive

ATTEST:

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

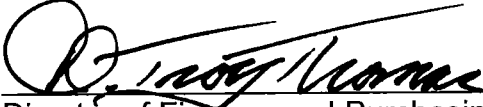
TWELFTH STREET HERITAGE DEVELOPMENT CORPORATION

By: Dwaine A Williams  
Title: President/CEO  
Federal I.D. # 43-1360031

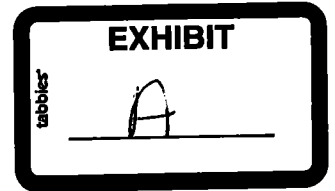
## REVENUE CERTIFICATE

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 \$30,000.00 which is hereby authorized.

June 21, 2011  
Date

  
Director of Finance and Purchasing  
Account No. 043-7001-6789

70012011022



## **Twelfth Heritage Re-entry Pilot Program**

### **Twelfth Street Heritage Development Corp**

President/CEO: Dwayne Williams  
2000E12th Street  
Kansas City Mo  
64127

Business Telephone Number: 816 674-2718

Business email Address: [dawilliams61@aol.com](mailto:dawilliams61@aol.com)

Date: May 30<sup>th</sup> 2011

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are released and homeless and unemployed. Twelfth Street Heritage is proposing a re-entry program that will allow these individuals an opportunity for employment, thus making them a responsible tax paying citizen of Jackson County. Twelfth Street has been awarded one hundred and thirty lots to cut and maintain. Twelfth Street Heritage is proposing a pilot program where it hires two individuals to work as full time employees at Twelfth Street from June 2011-December 2011. These individuals will help with the beatification of our neighborhood as well as Jackson County. The individuals that will be selected will help to maintain lots and manage these lots as well. They will work eight hours a day five days a week and their Salary will be in the range of \$8-10 per hour.

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**Twelfth Street Heritage Business History** Twelfth Street Heritage Development Corporation's mission is to provide quality, stable, and affordable housing through real estate development, new construction and rehabilitation and to improve the quality of life of its residents.

**Neighbourhoods Served** Twelfth Street Heritage Development Corporation (TSHDC) serves the Independence Plaza, Forgotten Homes, and Paseo West Neighbourhoods. **Proudest Achievement** TSHDC is most proud of the completion and sale of five single-family homes located in the Brooklyn West project area. Also our involvement in our first multi-family development project. Jazz Hill Homes, a 199 unit historic restoration project. **Priorities** TSHDC has many exciting projects in the coming two years. We will complete the rehabilitation and lease-up of Jazz Hill Apartments and continue developing a single-family housing pipeline. We will complete the new Multi-purpose Youth Athletic Field site at the Woodland Edison Academy at 9th and Woodland. Thanks to a \$100,000 grant from the National Football League through the Local Initiatives Support Corporation, a multi-use youth athletic field will be established. TSHDC also seeks to complete a redevelopment plan for the Paseo Corridor, as well as continue to work on organizational capacity building and community organizing. **Programs, Products, Services** TSHDC provides housing development, economic development, and neighbourhood organizing services to the neighbourhoods we serve. In addition to homebuyer counselling and referral services to potential buyers, we offer for-sale homes both new construction and rehab. We organize block clubs, crime watch groups, and youth activities. We act as an advocate for the neighbourhoods we serve. We promote and encourage empowerment of the residents to act on their own behalf, for their neighbourhoods benefit.

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- **Twelfth Street Heritage Markets and competitors**
  - Markets All of Jackson County
  - Customer base Kansas City Mo/Jackson County
  - Competitors Non ( Pilot Program)
  - Future (Re-entry Pilot Program 2011-2012 ) Yearly Monitoring
  - Products And Services Lawn Mowing/Trash Pick Up
- **Marketing and Sales**
  - Position Lawn Care/Trash Pick Up Service Provided
  - Customers Jackson County
  - Pricing policy \$6 per 1,000 Square Foot Mowed/Trash Pick Up
  - Customer Reached One Hundred Thirty Lots in Kansas City

**Hours of Operations: Mondays-Fridays 8:00 Am-5:00 Pm**

- Location 2000 E 12<sup>th</sup> Street Kansas City Mo
- Field Location Jackson County
- Project Time Line The project time line start date and completion will begin June 2011 and end December 31<sup>st</sup> 2011
- **Financial Forecasts \$30,000.00**
- 2-3 Full Times Employees 40 Hours A Week For 6 Months
- Salary \$8-10 Per Hour at 38-40 Hours A Week
- Payroll Liability Taxes ADP \$840 per Month
- Equipment/Rental/Gas \$3,750.00
- 10% Admin Cost
- Workers liability Insurance \$1000.00
- Accounts Service \$800.00

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