

AGREEMENT
(Housing Resources 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 corporation, **LEGAL AID OF WESTERN MISSOURI, 1125 GRAND BOULEVARD, SUITE 1900, KANSAS CITY, MO 64106**, hereinafter referred to as "Contractor".

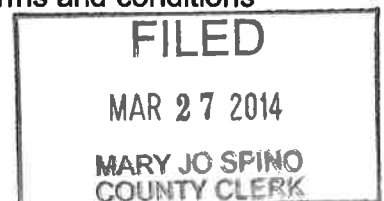
WHEREAS, on June 4, 1991, the voters of Jackson County authorized the County Legislature to impose a \$3.00 user fee on all instruments recorded with the County's Department of Records, the proceeds of which fee is to be used to provide funds for assistance to homeless persons; and,

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 Commission has reviewed Contractor's proposal for the expenditure of County user fee funds for the purpose of providing assistance to homeless persons in Jackson County; and,

WHEREAS, the Commission has determined that it is in the best interests of the County's citizens to provide funding to Contractor according to the terms and conditions



hereof;

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

1. **SERVICES**. Contractor shall use the proceeds of this Agreement solely for the purpose of providing assistance to homeless persons in Jackson County, Missouri. Contractor agrees to use the funds as set out on the Housing Resources Commission Funding Request Form, attached hereto as Exhibit A. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Housing Resources Commission no later than October 31, 2014. Any changes to the budget must be approved by the Jackson County Legislature.

2. **TERMS OF PAYMENT**. The County shall pay to Contractor a total amount not to exceed **\$41,000.00** for the purpose of providing assistance to homeless persons in Jackson County, Missouri. One quarter of this sum, or **\$10,250.00**, shall be paid to Contractor on a quarterly basis for the periods ending March 31, 2014, June 30, 2014, September 30, 2014, and December 31, 2014, upon receipt of Contractor's invoice and supporting documentation, provided that Contractor has submitted to the County the report(s) required under Paragraph 3 and Paragraph 5 hereof. Each quarter's payment will be issued after Contractor has submitted the required invoices and supporting documentation for reimbursement. 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.

3. **REPORTS/OTHER DOCUMENTATION.** Under this Agreement, Contractor shall submit appropriate reports, including copies of 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 funds paid to Contractor by the County are being used for the purpose of providing assistance to homeless persons in Jackson County, Missouri. If the reports submitted do not satisfactorily demonstrate appropriate expenditures of County funds, payments are subject to downward adjustment to reflect the amounts actually spent on allowable services provided during the previous quarter. The final request for payment shall include a Quarterly Report and an Annual Report, which shall set out the program objectives and accomplishments, and a final reconciliation of funds. The Annual Report shall be submitted no later than January 31, 2015. Section 67.1071, R.S.Mo., specifically requires the Annual Report to include "statistics on the number of persons served by the agency, and shall include the results of an independent audit of expenditures of funds received by Contractor pursuant to this Agreement. Failure to submit said reports, including the Annual Report, shall result in the loss of future funding by the County.

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
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **MAINTENANCE OF ACCOUNTS.** The parties recognize that this funding by the County serves to improve the quality and effectiveness of homelessness programs in Jackson County, Missouri. It is, therefore, declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Contractor in its normal duties, and that none of the funds paid by the County pursuant to this Agreement shall serve to reduce any funds budgeted, or to be budgeted, by Contractor for operations as they exist at the time of this Agreement. Contractor shall not commingle the County's funds and shall keep funds received under this Agreement separate from all other Contractor funds and accounts until expended as herein provided.

5. **SUBMISSION OF DOCUMENTS.** No payment shall be made under this Agreement unless Contractor shall have submitted to the County's Director of Finance and Purchasing: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Contractor's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Contractor'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 Contractor has previously received funding from the County, to be eligible for future payments, Contractor must submit either an audited financial statement for Contractor's most-recent fiscal or calendar year by March 31 of the following year, or a certified public

accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were submitted to the Director 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 Contractor is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Contractor and assessed by the County.

6. **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 are employed 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.

7. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED.** Pursuant to §285.530.1, RSMo, Contractor 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, Contractor 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.

8. **AUDIT.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Contractor pertaining to its finances and operations. Further, Contractor 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.

9. **DEFAULT.** If Contractor shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Contractor, the County shall give Contractor ten days written notice, setting forth the default. If said default shall continue and not be corrected by Contractor 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 Contractor. Said election shall not, in any way, limit the

County's rights to sue for breach of this Agreement.

10. **APPROPRIATION OF FUNDS.** Contractor and the County recognize that the County intends to satisfy its financial obligation to Contractor 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 Contractor 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.

11. **CONFLICT OF INTEREST.** Contractor 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.

12. **SEVERABILITY.** 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.

13. **INDEMNIFICATION.** Contractor 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 Contractor during the performance of this Agreement.

14. **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.

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.

15. **TERM.** The term of this Agreement shall commence January 1, 2014, and shall continue until December 31, 2014, unless sooner terminated pursuant to paragraph 9, 16, or 20 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.

16. **TERMINATION.** 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.

17. **STANDARD OF CARE.** 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.

18. **FINANCIAL CONTACT.** 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
Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Legal Aid of Western Missouri
Michael Rinard
Deputy Executive Director
1125 Grand Boulevard, Suite 1900
Kansas City, MO 64106
(816) 421-8020

19. **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.

20. **REMEDIES FOR BREACH.** Contractor agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Contractor's failure to do so constitutes a breach of this Agreement. In such event, Contractor consents and agrees as follows:

- A. The County may, without prior notice to Contractor, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from Contractor all payments made by the County to Contractor for which Contractor 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.

21. **TRANSFER AND ASSIGNMENT.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

22. **ORGANIZATION IDENTITY.** 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.

23. **CONFIDENTIALITY.** Contractor'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.

24. **INFORMATIONAL REPORTING.** A representative of Contractor shall attend meetings of the County Legislature and the Housing Resources Commission when so requested by either of the above-referenced entities. The representative shall be prepared to answer any questions concerning payments made pursuant to this Agreement.

25. **SURPLUS FUNDS.** Any surplus funds not spent at the end of this Agreement term shall be returned to the County by the fifteenth of the month following the termination of this Agreement. These funds shall not be subject to reappropriation. The term "surplus funds" refers only to those funds that have not been committed for costs or

purposes by purchase order, contract, or other formal documentation within the Agreement term.

26. **PERFORMANCE REVIEW.** The performance of this Agreement shall be subject to review by the County or its designated agent. The County's Housing Resources Commission Director shall review the performance of this Agreement according to his/her responsibilities. Contractor agrees to file all required forms with the Housing Resources Commission Director. The Housing Resources Commission may provide to Contractor a list identifying specific areas funded by the proceeds of this Agreement to be reviewed or audited. The Housing Resources Commission and Contractor shall agree on the definition and scope of a review audit of each specific area identified. Contractor shall conduct internal review of each specific area identified and shall provide its findings to the Commission. The parties recognize that all books, records, accounts, and any other documents in the possession of the County relative to the funding of this Agreement, are public records and open for inspection and photocopying in accordance with Chapter 610, R.S.Mo.

27. **DISCONTINUANCE OF PROGRAM.** In the event Contractor should elect to discontinue this program, or file for bankruptcy, or participate in a reorganization, or go out of existence, or should a court of competent jurisdiction render a final decision in any way invalidating this Agreement or its purposes, Contractor shall remit any proceeds of this Agreement as are unexpended to the County.

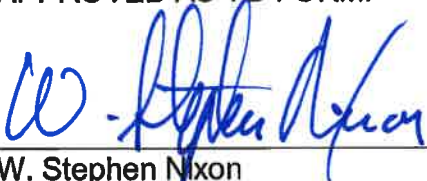
28. **COMPLIANCE WITH RFP.** At all times in connection with the performance of its services hereunder, Contractor agrees to comply with and abide by the General Conditions, Specifications, and Guidelines contained in the County's RFP No. 49-13.

Failure to comply with the terms of the RFP shall be a breach, remediable under Paragraph 20 hereof. In the event of a conflict between any provision of this Agreement and a provision of the County's RFP No. 49-13, the provision of this Agreement shall govern.

29. **INCORPORATION**. This Agreement incorporates the entire understanding and agreement of the parties.


IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 27th day of March, 2014.

APPROVED AS TO FORM:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By 

Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

LEGAL AID OF WESTERN MISSOURI

By 

Title Executive Director
Federal Tax I.D. 43-0824638

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 \$41,000.00, which is hereby authorized.

3/26/14

Date



Director of Finance and Purchasing
Account #043-7001-56789

70012014012




**HOUSING RESOURCES COMMISSION FUNDING REQUEST FORM
2014 BUDGET**

Copy 1

415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: hrc@jacksongov.org

Section A: Organization or Agency Information page 1
 Section B: Agency's 2013 and 2014 Revenue Information page 2
 Section C: Individual Program Budget page 3
 Section D: Program Information pages 4 -10

Section A: Organization or Agency Information	
Name:	Legal Aid of Western Missouri
Full Address- City, State & Zip Code:	1125 Grand Blvd., Suite 1900, Kansas City, MO 64106
Phone No:	816-474-1413 ext. 225
Fax:	816-474-1578
Website Address:	www.LAWMO.org
Federal Tax ID No:	43-0824638
Fiscal Year Cycle:	January 1 through December 31
Executive Director:	Gregg Lombardi
Name and Title of Principal Contact Person:	Michael Rinard, Deputy Executive Director
Phone No:	816-474-1413 ext. 247
Email Address:	Mrinard@lawmo.org
Major Program Activity (ies) - Check Only Those Activities For Which You Are Requesting Funding:	
Personal Services (Case Manager)	<input checked="" type="checkbox"/>
Bednights	<input type="checkbox"/>
Emergency Shelter	<input type="checkbox"/>
Transitional Living	<input type="checkbox"/>
Mortgage/Rent Assistance	<input type="checkbox"/>
Utilities	<input type="checkbox"/>
Other - Food/Clothing, ETC	<input type="checkbox"/>
<small>*must be approved by board</small>	
Submittal of this request has been authorized by: 	
Date: 9/18/13	

copy

Section B: Agency's 2013 and 2014 Revenue Information

Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2014 Funding From	Projected Amount	% of Total Revenue
Federal	Legal Service Corporation Is 78% of Federal Total	\$ 2,290,000	25
State	State Filing Fee and State Services to Victims Fund	\$ 914,000	10
Jackson County	JCHRC and JCCMHF	\$ 81,260	1
Other Counties	none	\$ -	0
City	City of Kansas City, Missouri	\$ 1,500,000	17
Charity/Donations	Gifts from foundations and other organizations	\$ 1,825,000	20
Fundraisers	Fundraising, United Way, and Cy Pres Awards	\$ 1,360,000	15
Other	Interest, IOLTA, MO Bar Dues, transfer from reserve	\$ 1,040,000	12
2014 Total Projected Revenue		\$ 9,010,260	

Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Legal Service Corporation Is 75% of Federal Total	\$ 2,275,106	26
State	State Filing Fee and State Services to Victims Fund	\$ 950,000	11
Jackson County	JCHRC and JCCMHF	\$ 78,000	1
Other Counties	none	\$ -	0
City	City of Kansas City, Missouri	\$ 1,446,748	16
Charity/Donations	Gifts from foundations and other organizations	\$ 1,867,354	21
Fundraisers	Fundraising, United Way, and Cy Pres Awards	\$ 1,296,332	15
Other (please list)	Interest, IOLTA, MO Bar Dues, transfer from reserve	\$ 912,388	10
2013 Total Revenue		\$ 8,825,928	

If your agency received funding from Jackson County in 2013, please identify the funding source, dollar amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 40,000	Mental Health Court
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 38,000	Homelessness Prevention
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
2013 Total Jackson County Funding			\$ 78,000	

Section C: 2014 Budget

Agency: Legal Aid of Western Missouri

PERSONAL SERVICES

For each salary request below please attach a job description of duties

Position / Title (Case Managers Only)	Annual Salary	% of Salary to be funded by Jackson Co HRC	Amount of Salary to be funded by Jackson Co HRC
Susan Kephart, PT Staff Attorney	38,844	42.70%	\$ 17,014
James Crump, FT Staff Attorney	40,470	42.92%	\$ 17,369
Michael Duffy, Supervising Attorney West Office	100,672	0%	\$ -
			\$ -
Fringe Benefits (limited to 20% of salaries)			\$ 6,617
Total Personal Services			\$ 41,000

SHELTER ASSISTANCE: Bednights, Emergency Shelter, Transitional Living

Maximum \$50 Per Individual / \$100 Per Family (total \$300 Individual / \$600 Family)

Type: Bednights, Emergency Shelter, or Transitional Living	Unit Cost	Number of Units	Total Item Cost	2014 Jackson County HRC Request	Matching Funds	Total Item Cost
none			-			
			-			
			-			
Total Shelter Assistance				\$ -		

MORTGAGE / RENTAL ASSISTANCE

Client must provide statement of arrears or foreclosure from landlord (on letterhead) to qualify

Type: Mortgage or Rent	Unit Cost	Number of Units	Total Item Cost	2014 Jackson County HRC Request	Matching Funds	Total Item Cost
none			-			
			-			
			-			
Total Mortgage / Rental Assistance				\$ -		

UTILITIES

Client must provide statement of arrears on utility company letterhead to qualify

	\$300 Maximum Per Client	Number of Units	Total Item Cost	2014 Jackson County HRC Request	Matching Funds	Total Item Cost
none			-			
			-			
			-			
Total Utilities				\$ -		

OTHER (Food, Clothing)

Maximum of \$50 Per Individual / \$100 Per Family Per Year

Type: Please Describe	Unit Cost	Number of Units	Total Item Cost	2014 Jackson County HRC Request	Matching Funds	Total Item Cost
none			-			
			-			
			-			
Total Other				\$ -		
TOTAL 2014 JACKSON COUNTY HRC REQUEST				\$		41,000

Agency History / Background

Briefly describe your agency's history and background.

Agency History

Legal Aid of Western Missouri (Legal Aid), a not-for-profit organization, provides essential legal services to low-income people to ensure equal access to justice for those without the ability to pay. Since 1964, we have delivered high quality, free legal assistance to people who need it most and can afford it least; the elderly, disabled, homeless, domestic abuse victims, indigent families with children and the working poor. Our offices in downtown Kansas City, Joplin, St. Joseph, Warrensburg and a neighborhood office on Kansas City's Westside, serve a 23,370 square-mile territory where over 275,000 people live in poverty.¹

Our primary areas of assistance include representation of victims of domestic violence to obtain protective orders and divorces; persons who are permanently disabled and cannot work who need access to health care and social security income; low-income tenants to maintain safe and affordable housing; low-income homeowners facing foreclosure to preserve housing; and community organizations to help reduce blight caused by foreclosures and abandoned properties. Legal Aid collaborates with other community organizations that work on housing, health care, public assistance, domestic violence and other issues. We partner with these agencies to provide our clients with holistic services that impact all areas of their lives.

The number of families facing legal issues related to poverty has increased significantly with the downturn of the economy five years ago. In 2012, Legal Aid provided legal counsel and representation to 6,033 people to help them solve problems that seriously affected their ability to provide basic necessities for themselves and family members. Legal Aid assists clients with such housing problems as lock-outs, utility shutoffs, illegal evictions, foreclosures, landlord-tenant disputes, habitability issues and housing discrimination. Without Legal Aid's representation, many families would lose their current housing with little hope of finding an alternative. The demand for safe, clean and affordable low-income housing far exceeds the current supply.

Focusing on Jackson County alone, 41% (2,473) of the civil cases Legal Aid closed in 2012 were for residents of this county and 26,380 of legal counsel and representation corresponded with those cases. In the same period, one-fourth (650) of the cases for Jackson County residents involved housing matters and 6,455 hours of legal assistance were devoted to these homeowners and tenants.² Of those 650 cases, 130 or 20% were for seniors.

Residents who are at least 65 years of age make up 14.7% of Jackson County's population and account for approximately 28,562 of the 194,300 homeowners county-wide. It is quite well-known that older adults are particularly vulnerable to financial fraud. A recent study attributes a higher susceptibility of seniors due to a traditional expectation of goodness in others from being raised in a more trusting society.³

¹ U.S. Census, State & County Quickfacts- Geography <http://quickfacts.census.gov/qfd/states/29/29021.html>

² Legal Aid case statistics are generated by our case management database from information documented from client intake through case closure. This proprietary computer system, called Zasu, tracks detailed client data, including demographics, casehandler notes, progress and outcomes, referrals for assistance and more.

³ <http://homecareassistance.com/functional-changes-may-be-responsible-for-increased-vulnerability-of-seniors-to-financial-exploitation/>

Program Background

Historically, homeless shelters seldom cited foreclosure as the cause for even one of their client's homelessness. However, the economic crisis has dramatically changed that scenario with 15% of homeless people in the Midwest evicted due to foreclosure in 2009.⁴ In Missouri, one in every 840 housing units received a foreclosure filing in December 2010 and 21,209 homes were ultimately foreclosed upon. Then in 2011, foreclosures were even higher than in 2010, hitting the highest level ever since the county started tracking statistics in 1981.⁵ These figures demonstrate the importance of this funding of foreclosure prevention casework to prevent homelessness.

Homeowners who lose housing to foreclosure frequently become homeless because they do not have money for rent or a rental security deposit. This problem is particularly severe for seniors who live on Social Security. Many seniors can only make ends meet because they own the home they live in and have very low monthly mortgage payments. When these seniors lose their homes to foreclosure, they cannot afford rental housing.

Legal Aid does not limit its homeless prevention efforts to homeowners. Many people who become homeless because of foreclosure had been low-income renters whose landlords stopped making the mortgage payments, leaving the tenant(s) scrambling for new housing with little notice or savings. The risk for renters is particularly serious because as soon as they are sued for eviction by the foreclosing lender, it becomes extremely difficult for them to find alternative rental housing, because landlords will generally not rent to someone who is a defendant in an eviction lawsuit.

Before Legal Aid helped to secure the passage of Missouri legislation protecting renters living in foreclosed properties, it was the regular practice of foreclosing lenders to sue the tenant for possession of the property essentially immediately after the foreclosure occurred, often providing them no notice in advance that they would need to move and precluding them from most opportunities to obtain rental housing.

Legal Aid's Homelessness Prevention Team played a key role in protecting low-income renters in this situation through state legislative efforts. At the request of Missouri legislators, Legal Aid helped draft legislation to extend the time renters have to vacate foreclosed properties. A Legal Aid staff attorney also testified to state congressional leaders about the importance of this measure. Federal legislation increased this time to 90 days; however, this law expires in 2014 and foreclosing lenders will revert to the state law that only requires a ten day notice to vacate. Missouri legislators have requested Legal Aid's assistance to amend current legislation of extend notice to 90 days. This will involve attorney time and resources.

Continued JCHRC funding in 2014 will allow us to help more homeowners and renters avoid foreclosures and to make sure that both homeowners and tenants avoid homelessness.

⁴ Foreclosure to Homelessness: Forgotten Victims of the Subprime Crisis; National Coalition for the Homeless, 2009.
⁵ Foreclosure Needs Scores within States by CDBG Jurisdiction -- October 28, 2008. (This data covers the time period that includes all of 2007 and the first six months of 2008.) Analysis by the Local Initiative Support Corporation (LISC) provided by the Foreclosure Response Project. www.housingpolicy.org/assets/foreclosure-response/jurisdiction_data_10-28-08.xls

Proposed Program

Detail functions to be performed by each program.

Legal Aid is seeking continued funding from the Commission for our highly cost-effective homelessness prevention work. We are the only nonprofit agency in Jackson County that provides free legal assistance to homeowners and renters who are facing eviction as a result of foreclosures. If Legal Aid does not represent these clients, no one else will. Without the professional assistance Legal Aid provides, these clients and their families would likely become homeless. Furthermore, whereas a homeless shelter might provide housing for an individual for a few days or weeks, the work that Legal Aid does secures housing for our clients for months and often years.

Legal Aid's Homelessness Prevention (HP) team includes two attorneys supervised by the Deputy Executive Director. The HP team works to keep low-income Jackson County homeowners and renters, who are at risk of becoming homeless as a result of foreclosures, in their homes. Legal Aid's HP Team helps low-income homeowners in Jackson County avoid foreclosures. When foreclosure is unavoidable, the team counsels homeowners and renters to help them secure housing after the foreclosure.

Susan Kephart is an attorney for the Foreclosure Prevention Project. She has 34 years of experience in poverty law matters and has represented homeowners facing foreclosure since 1995. She represents homeowners in legal actions such as Chapter 13 bankruptcy, filing lawsuits against predatory mortgage servicing companies that fail to comply with federal loan servicing regulations, and helping homeowners obtain modifications through the Making Home Affordable Program. The second attorney for the Foreclosure Prevention Project, James Crump, was hired in 2013. He combats foreclosures in Jackson County in a variety of ways, including filing Chapter 13 bankruptcies to save a home from foreclosure when needed. Mr. Crump is the president of his Homeowner's Association, and is pursuing NeighborWorks Foreclosure Intervention and Default Counseling Certification by 12/31/13.

In the first eight months of 2013, Legal Aid of Western Missouri saved 14 homes from foreclosure for Jackson County residents and provided legal counsel and advice to another 84 homeowners facing the possible loss of their home. That advice included information on loan modification programs and other loss mitigation options, such as Chapter 13 bankruptcy as a means of stopping a foreclosure sale. In cases where foreclosure and eviction were unavoidable, we provided information on: the foreclosure and eviction process, how to secure long-term housing after foreclosure, and advice regarding potential tax and other consequences.

From January through August of 2013, Legal Aid stopped the eviction of 14 tenants living in rental properties that were foreclosed upon. In addition to the clients we assisted, this casework impacted another 133 people living in these households. We are representing 14 homeowners with pending bankruptcies which take three to five years to complete. All of these 14 homeowners and their families would have been evicted but for the protection of their pending bankruptcy case and it appears that most will succeed in permanently saving their home.

Participants

Identify the number of participants by County that each program serves.

Jackson, MO	To stop at least 20 foreclosures on owner-occupied housing or unlawful evictions of tenants residing in foreclosed properties and to advise over 70 homeowners and renters of their legal options to prevent homelessness and steps to obtain rental housing if they lose their homes. (This goal is increasing 14% from 70 in 2013 to 80 in proposal for 2014.)
Clay, Platte, Cass, MO	Clients in these counties are assisted by other funding sources.
Wyandotte, Johnson, KS	Not applicable, out of service area.
Other Missouri	Housing cases handled by Legal Aid offices in Joplin, Warrensburg and St. Joseph are funded by other sources.

Target Population

Describe target population and demographics to be served by each program.

Legal Aid's Homeless Prevention team is dedicated to representing low-income, Jackson County residents, many who are disabled or elderly, threatened with homelessness. We focus on those with incomes under 125% of the federal poverty guideline but applicants with income up to 200% of the poverty level may be assisted. The problems our clients face include sub-prime loans with high interest rates, other predatory lending practices, job loss or reduction in employment resulting in delinquency on the home loan, and other debts that prevent the homeowner from staying current on their home loan.

We have seen a significant increase in middle-class clients who own fairly expensive homes but are facing a foreclosure sale due to a job loss and inability to find other employment. Legal Aid is open to working with the Commission to set whatever income and asset eligibility requirements the Commission deems appropriate for this project. Legal Aid attempts to provide foreclosure prevention representation to every low-income client who we believe has a viable legal basis for stopping the foreclosure on their home. Hundreds of Jackson County renters live in properties that are likely to be foreclosed upon in 2014 and will benefit from the tenant protection legislation to which Legal Aid contributed in developing.

Service Delivery Area

Identify your specific geographic service delivery area for each program.

It is Legal Aid's mission to provide legal services to persons faced with economic barriers in obtaining representation and to provide this assistance in a manner that favorably resolves clients' immediate problems. Legal Aid is the only non-profit agency that provides free legal assistance to homeowners and tenants in Jackson County who are threatened with eviction and potential homelessness due to foreclosure. In this Homelessness Prevention Project, we also seek improvements in policies, practices and legislation to benefit the Jackson County community. The need for free legal assistance has grown at an alarming rate during these tough economic times. In the first nine months of 2013, this project served 112 low-income people⁶; of whom, 20% were seniors, 45% had permanent disabilities, and 68% indicated their ethnicity as African-American or other minority.

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.

Legal Aid has been a JCHRC grantee for many years. We adhere to standard procedures for entering all client intake information into a secure database that includes case notes and outcomes. Reports from this custom database (called "Zasu") are utilized for operational oversight, contractual compliance and reporting to funders. These reports were the basis of a presentation to JCHRC monitors who visited Legal Aid on 11/14/12. We also receive annual documentation from our auditor demonstrating that our financial management systems satisfy the requirements in the applicable regulations at 24 CFR 84.21(b) & 85.20 and that our organization's audit which is in accordance with the OMB requirements as established in 24 CFR part 84. Jackson County residents also benefit from referrals to collaborating agencies. Legal Aid augments client assistance by making referrals to organizations that provide other social services to the same population in need. These include long-term partner agencies such as: Catholic Charities, Rose Brooks Center, Salvation Army, VITA Tax Sites, Neighborhood Housing Services, the Housing Information Center, Missouri Housing Development Commission, Consumer Credit Counseling Service now known as Apprisen Financial Advocates, and Credit & Homeownership Empowerment Services (CHES, Inc.) which is a HUD Certified agency.

⁶ Case breakout: 14 foreclosure preventions, 14 prevented evictions of tenants, 84 other legal counsel and advice. Thirteen more foreclosure prevention cases are pending.

Approach & Method

List the top three (3) objectives for each program.

1. To stop at least 20 foreclosures on owner-occupied housing or unlawful evictions of tenants residing in foreclosed properties;
2. To advise over 80 homeowners and renters of their legal options to prevent homelessness and steps to obtain rental housing if they lose their homes (This goal increased 14% from 70 in 2013 to 80 proposed for 2014.); and,
3. Assist, when called on, in legislative efforts to lengthen the notice period lenders must give renters living in foreclosed properties before bringing an eviction suit against them.

Detail specific methods you will use to achieve these objectives.

Legal Aid will continue to use the following methods to achieve the objectives discussed above. Our past experience has shown that these are the most effective methods to keep people whose homes are being foreclosed upon from becoming homeless:

1. We will continue to stop foreclosures of owner-occupied housing before they happen. Among other approaches, Legal Aid will:
 - a. Review the homeowner's income, expenses, and mortgage documents to determine if they may be eligible for a modification or refinancing of their mortgage loan to make the payments more affordable, and potentially reduce the total debt owed;
 - b. Try to determine reasons why the homeowner is in arrears and, when possible, resolve this problem, i.e. by recognizing when the client's mortgage company has misapplied their payments to escrow charges or wrongfully assessed mortgage fees instead of properly applying funds to pay their ongoing mortgage payments, or when the homeowner has been overcharged for homeowner's insurance premiums, which can double the escrow payment and substantially increase the monthly payment;
 - c. Evaluate the homeowner's circumstances, including their mortgage documents, to determine if there are legal defenses which can be raised to a foreclosure or eviction;
 - d. File a Chapter 13 bankruptcy on behalf of a homeowner who has sufficient financial resources to become current on the mortgage if given additional time to do so, or has viable defenses to stop a foreclosure sale. Chapter 13 bankruptcies are often an effective means of saving a home when a homeowner is temporarily unemployed or is suffering from a medical condition causing the mortgage delinquency; and,
 - e. File Declaratory Judgment actions or other actions in state or federal court to stop foreclosures and overturn wrongful foreclosures through consumer protection laws, where this is a more appropriate option than bankruptcy.
2. We will continue to stop unlawful evictions of renters living in foreclosed properties. Where a purchaser of a foreclosed property fails to give the tenant legally required notice before bring a court action to evict the renter from the property, we will negotiate with the purchaser to honor their legal obligation to provide at least 90 days' notice before evicting the tenant from the property (during which time the purchaser is allowed to collect rent) and where negotiations fail, bringing legal action to enforce the renter's right to remain in the property until the legally required notice is provided.

3. Where foreclosure is unavoidable, we will advise homeowners regarding their legal rights and responsibilities including the possible option of a deed-in-lieu of foreclosure or pre-foreclosure sale, the right to retain temporary possession of the home prior to a court eviction, possible tax and other legal consequences of foreclosure, the potential offer of "Cash for Keys" if they vacate quickly, and steps they can take to obtain subsidized rental housing. We provide similar advice to renters of foreclosed properties. For example:
 - a. Renters may approach the lender and offer to continue paying rent until the foreclosed house is resold.
 - b. Encourage homeowners and renters to use whatever funds they can to save for security deposits and rent that they will need to have to rent a new apartment.

4. Use targeted advocacy efforts to encourage lenders and loan servicers to reduce the number of foreclosures that they pursue and, when foreclosure is unavoidable, to allow homeowners and renters to stay in their homes after the foreclosure has been completed. This casework resulted in major permanent protections for renters living in foreclosed properties in Missouri in 2009 but there was a serious risk that our work on that legislation could have resulted in no legislative change. We believe chances are good that Legal Aid's continuing legislative efforts will help expand notice requirements to protect hundred of tenants in Jackson County. Yet there is a risk that this work will not result in any legislative change or policy changes by lenders. Efforts in this regard will include:
 - a. Negotiating with lenders and loan servicers for policy changes that will allow *renters* to obtain earlier notice of foreclosure and stay in foreclosed properties; and,
 - b. Negotiating with lenders and loan servicers for policy changes that will allow *homeowners* to stay in foreclosed properties after the foreclosure has been completed, if they are willing and able to pay rent. Lenders have yet to consider this option seriously, but the reasons for adopting it are virtually identical to the reasons for allowing renters to remain in foreclosed properties; and/or drafting legislation and city ordinances, when requested to do so, that will encourage lenders and loan servicers to adopt policy changes allowing renters to obtain earlier notice of foreclosure, and *renters* and *homeowners* to remain in their homes after foreclosure.

Evaluation

How can the success of each program be evaluated? Indicate performance measures or statistics you will use to demonstrate the success of each program.

Legal Aid's Deputy Executive Director, Michael Rinard, supervises the casework of this JCHRC grant-funded program. He also oversees Legal Aid's outer offices, HUD-funded housing counseling casework, and the agency-wide Medical Legal Partnership program. Mr. Rinard began at Legal Aid in 2003, is enthusiastic about our mission and has outstanding collaboration skills. He distinguished himself in multiple prior roles including: Joplin office staff attorney for protective orders; defense attorney for the Kansas City Municipal Court in the Central office; and, Managing Attorney for the St. Joseph office where he handled a wide range of casework and managed all office administration.

Mr. Rinard reviews cases to ensure appropriate handling and that outcomes are tracked in the computerized case tracking system. This system not only records specific case outcomes, but also family size, age, income and many other pieces of demographic information about each client. We also use this information to determine case acceptance. For example, a family with children in the home may be prioritized higher over a homeowner who is single because saving the family's home will prevent homelessness for more people. Similarly, an applicant with no financial resources will be given preference over someone with more resources because those with lower income are at greater risk of becoming homeless.

Mental Health

How does your agency deal with mental health due to homelessness?

Case acceptance is determined by priorities resulting from the community needs assessment Legal Aid conducts every four years. Current priorities are as follows: Providing Safety, Security and Well-Being; Assisting Populations with Special Vulnerabilities; Providing Housing and Meeting Related Housing Needs; Preserving Families; Improving Outcomes for Children; Protecting Individual Rights; and, Maintaining, Enhancing and Protecting Economic Stability.

The potential of tenant eviction due to home foreclosures is an equal-opportunity hardship that can impact any renter and the adversity of impending homelessness is critical for any low-income homeowner facing foreclosure. While serving persons who are mentally impaired is not a specific emphasis of this project, Legal Aid prioritizes housing applicants with disabilities (physical or mental) because catering to *populations with special vulnerabilities* is part of our mission. Seniors are another vulnerable client demographic for whom casework is specifically funded by MARC, the local Area Agency on Aging. Seniors we represent may also be classified as part of other underserved populations, including disability or immigrant status.

What programs does your agency have in place or utilize to address mental health issues for the homeless population?

Legal Aid has two attorneys and a paralegal dedicated to the Mental Health Court (MHC) Diversion Program in the Municipal Court of Kansas City, Missouri. MHC is based on the premise that incarceration is ineffective for people whose offenses are due more from the lack of proper medical care than criminal intent. MHC gives low-income persons who are charged with City ordinance violations, and who have mental health problems, the option of accepting mental health treatment and to have their charges dismissed upon successful participation. These defendants are hard-to-serve, mentally ill persons who, in most cases, have repeatedly cycled through the criminal justice system. This program addresses the mental health issues that cause the program's clients to commit relatively minor offenses like trespassing, petty theft and possession of drug paraphernalia. MHC offers treatment in lieu of jail time and reduces recidivism by about 90%, as calculated and reported by Resource Development Institute (RDI) in 2012.

Legal Aid's MHC staff coordinate with caseworkers and social service agencies to address issues that are characteristic of persons with untreated mental conditions including homelessness and unstable housing. The MHC team refers clients to other Legal Aid units to assist with appeals for SSI, Medicaid, food stamps, or legal challenge. Legal Aid staff are accustomed to provide more guidance to clients with mental disabilities, who often require careful shepherding.

WORK AUTHORIZATION AFFIDAVIT

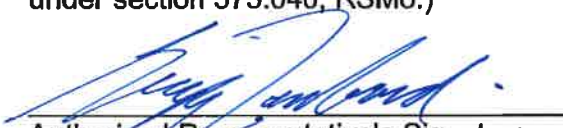
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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 **Legal Aid of Western Missouri**, 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, **Legal Aid of Western Missouri**, 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.)




Authorized Representative's Signature
Executive Director

Title

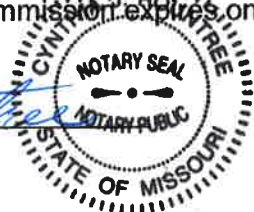
Gregg Lombardi
Printed Name

March 21, 2014
Date

Subscribed and sworn before me this 21st day of March, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Nov. 5, 2014.



Signature of Notary



3/21/14
Date

CYNTHIA J. ROUNTREE
Notary Public - State of Missouri
JACKSON COUNTY
My Commission Expires Nov. 5, 2014
Commission # 10432622