

C. Oles
8/1/16

Res. 19057

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, **TWELFTH STREET HERITAGE DEVELOPMENT CORP., 2124 EAST 12TH STREET, KANSAS CITY, MO 64124**, 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

FILED
JUL 29 2016
MARY JO SPINO
COUNTY CLERK

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 28, 2016. 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 \$10,000.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. One quarter of this sum, or \$2,500.00, shall be paid to Contractor on a quarterly basis for the periods ending March 31, 2016, June 30, 2016, September 30, 2016, and December 31, 2016, 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. 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, or a certified public accountant's program audit of

the County's funds. 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, 2016, and shall continue until December 31, 2016, 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

Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Twelfth Street Heritage Development Corp.

Dwayne Williams, President
2124 East 12th Street
Kansas City, MO 64124
(816) 216-6242

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 29th day of July, 2016.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 

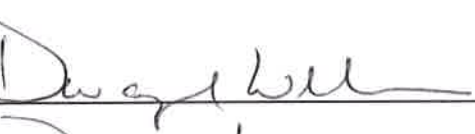
Frank White, Jr.
County Executive

ATTEST:

TWELFTH STREET HERITAGE
DEVELOPMENT CORP.



Mary Jo Spino
Clerk of the Legislature

By 

Title President/CEO
Federal Tax 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 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 \$10,000.00, which is hereby authorized.



Date



Chief Financial Officer
Account #043-7001-56789

PC 70012016013



2016 HOUSING RESOURCES COMMISSION FUNDING REQUEST

Exhibit A

415 E 12th Street, 2nd Floor
Kansas City, MO 64106
Email: hrc@jacksongov.org

Total Amount Requested: **\$ 22,500** New Agency Request
Previously Funded

Name: Twelfth Street Heritage			
Address: 2124 e 12th St	City: Kansas City	State: Mo	Zip Code: 64127
Phone No: (816) 216-6242	Website: Twelfth Street Heritage.org		
Federal Tax ID No: 43-1360031		Fiscal Year Cycle: December	
Executive Director/President: Dwayne Williams	Phone No. (816) 674-2718	Email: dawilliams61@aol.com	
Principal Contact: Dwayne Williams	Phone No. (816) 216-6242	Email: dawilliams61@aol.com	

Please classify your programs primary function from the following types of services:

- | | |
|---|--|
| <input type="checkbox"/> Permanent Housing | <input type="checkbox"/> Emergency Assistance |
| <input type="checkbox"/> Transitional Housing | <input type="checkbox"/> Emergency Shelter |
| <input type="checkbox"/> Bednights | <input checked="" type="checkbox"/> Other Personal Services |



Section A
Agency Revenue Information

Agency Name: Twelfth Street Heritage

Program:

Funding Entity	Source Description	2015 Actual	2016 Projected
Federal		\$ 0	
State		\$ 0	
Jackson County	Housing Resources Commission/ COMBAT	\$ 96,000	\$ 98,500
City of Kansas City	Adopt A Lot	\$ 165,000	\$ 197,000
Charity/Donations	Sprint/ Board of Directors Santa's Wonder Land	\$ 25,000	\$ 25,000
Fundraisers	Monte Carlo Night	\$ 21,000	\$ 25,000
Other	sale of land	\$ 4,500	\$ 0
		\$ 311,500	\$ 345,500

Does your agency have cash reserves? Yes No
 If so, what is the current balance? \$ 56,000

Please check all Jackson County sources your agency received funding from in 2015:

- | | |
|---|--|
| <input type="checkbox"/> Board of Services for Developmentally Disabled | <input checked="" type="checkbox"/> Housing Resources Commission |
| <input checked="" type="checkbox"/> COMBAT | <input type="checkbox"/> Mental Health Levy |
| <input type="checkbox"/> Domestic Violence Board | <input type="checkbox"/> Outside Agency |

List partnerships with other Jackson County homeless services agencies:

N/A



Section C 2016 Program Information

Agency Name: Twelfth Street Heritage

Program:

Primary Program Type

Assistance Type

Is this program sustainable without Jackson County's funding.

YES

NO

Detail the main objective of the program.

Proposed Program

While prisoners have high levels of need in regards to education and job training, most prisoners do not participate in programs while they are incarcerated, and a small proportion of overall prison budgets are spent on in-prison programs. In 1996, only 6% of all money spent on prisons in the U.S. was directed towards in prison programs involving vocational and life skills training, educational activities and treatment. Additionally, in 2001, only one-third of prisons operated work-release programs and only 3% of prisoners participated in them.

Consequently, incarcerated persons face a variety of challenges related to education, employment and mental/physical health. Due to the wide variety of barriers this population faces, it is imperative that community re-entry programs be designed and accessible to address as many of these challenges as possible. Research indicates that incarcerated persons have low levels of education and face many barriers in regards to their employability. Alarming statistics build a business case for the importance and value of programs of this nature.

- >70% are high school dropouts
- >50% are functionally illiterate
- >19% have less than eight years of education
- > pre-incarceration employment rates of offenders are lower than the employment rates of general U.S population

Based on these alarming statistics, the Twelfth Street Heritage Development Corporation proposes to expand its highly effective re-entry program to encompass the following components:

- >Housing options/recommendations
- >Education options/recommendations
- >Job Training skills(on the job training)
- >Long-term employment resources
- >Counseling recommendations
- >Substance abuse recommendations

How does your program measure success? Over what period of time?

This Program measures success by setting goals that meet or beat expectations, we work hard to complete those goals. The re-entry program provides employments for those who have been recently incarcerated and allows them to become a part of society once again. We measure our success by the number of lots that are maintained in blighted neighborhoods. These neighborhood/communities properties values have gone down due to lack of land maintenance in many of these neighborhoods, The measure of the success with Twelfth Street re-entry program once these properties have been maintained for 7 months properties value goes up and Land Bank has been able to sell or market these lots inside the neighborhood/communities. Twelfth Street Heritage Prison-To- Work Force Pipeline neighborhood beautification program maintains over 1,000 lots a month with a 5% or less complaint ratio. Twelfth Street Heritage Prison-To Work Force measures its success by the number of clients that receive employment with the Full Employment Council once the program ends.

Target Population

Program:

Describe target population and demographics to be served.

The target population is ex-offenders who reside within a twenty-mile radius of our organization. The targeted area is Jackson County and Kansas City Mo. The total number of participants will range 17-22 contingent upon the amount of funding awarded this year.

Are your services available to anyone? Yes No

If not, please check criteria used for the participants you serve and explain below.

- Age
- Veterans
- Income
- Substance Abuse
- Gender
- Geographic location
- Family Status
- Other Re-Entry Homeless

Explain: Only Re- Entry Homeless and those newly released from the penal institution that have the potential of becoming homeless due to unemployment.

Service Delivery Area

Identify your specific service delivery area by zip code or geographical boundary.

Kansas City Mo and Jackson county's zip codes,64127,64128,64110,64111,64108,64109,64124,64133

Yes No

Is your agency a member of MAAC Link?

Yes No

Do you participate in Full Continuum of Care?

Yes No

Do you keep a list of participants for this program?

Yes No

Identify the number of clients this program serves.

Total # served

22

served from Jackson County

22

served from Other Areas

0

Are these Clients: Duplicated Unduplicated

Program:

Outcomes

List up to 5 outcomes related to this program.

Please check if the outcome is measurable.

- 1. 50% of offenders securing house by the end of the year
- 2. Professional Develop/Employability Training 22 offender
- 3. Participants Cut and manage over 1000 vacant lots in K
- 4. All Clients/Participants complete Authentic Relationship
- 5. 30% of Participants gaining some type of full time emplc

Summary

Your application will not be considered complete without answering all questions. All applicants must fulfill the requirements listed below to complete the funding request process.

Please check the box acknowledging you understand your organization's responsibility to the following.

- Reviewed the Non-Allowable Expenses
- Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved.
- Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies.

Your organization will submit the following with the Outside Agency Proposal:

- Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate
- Missouri Secretary of State Certificate of Good Standing
- Missouri Secretary of State Annual Registration Report

Signature:

Dwayne Williams

Date Submitted:

10/21/2015

SAVE

PRINT



Section B
2016 HRC Program Budget

Agency Name: Twelfth Street Health

Program:

Direct Expenses	Max Allowed by JaCo	Amount Requested				Check if Used with Matching Funds
Shelter Assistance	\$50 Per Night Per Client \$300 Per Year Per Client \$100 Per Night Per Family		Total # Clients Your Program Serves	# Clients Served with JaCo Funds	# Nights	
Bed Nights	\$500 Per Year Per Family		_____	_____ x _____	= 0	<input type="checkbox"/>
Transitional Housing			_____	_____ x _____	= 0	<input type="checkbox"/>
Emergency Shelter			_____	_____ x _____	= 0	<input type="checkbox"/>
Client Mortgage	Once Per Year Per Client					
Client Rent	Once Per Year Per Client					
Client Utilities	\$300 Per Client \$50 Per Client					
Client Transportation	\$100 Per Family \$50 Per Client					
Food	\$100 Per Family \$50 Per Client					
Clothing	\$100 Per Family					
Other: Please Detail Below						
<i>Equipment</i>		<i>3500</i>				
<i>Gas</i>		<i>2500</i>				
<i>Auditor/Accountant</i>		<i>1000</i>				
Total Direct Expenses		\$ 0				
Indirect Expenses						
Salaries						
Case Manager						
Fringe Benefits						
Other: Please Detail Below						
<i>Salaries</i>		<i>4,000</i>				
Total Indirect Expenses		\$ 0				
Total Funding		10 \$000				

Total Program Cost

Total program cost regardless of Jackson County Funding you are requesting ... \$140,000

Estimate of Cost Per Participant ... 4,242.00



KATHERYN SHIELDS

JACKSON COUNTY EXECUTIVE

JACKSON COUNTY COURTHOUSE
415 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106

(816) 861-3333
Fax: (816) 861-3133


EXECUTIVE ORDER #04-18

**TO: MEMBERS OF THE LEGISLATURE
CLERK OF THE LEGISLATURE**

**FROM: KATHERYN J. SHIELDS
COUNTY EXECUTIVE**

DATE: OCTOBER 4, 2004

**RE: PROCEDURE FOR PAYMENT ON CONTRACTS WITH OUTSIDE
AGENCIES**



I hereby promulgate the following procedure to govern requests for payment on Jackson County contracts with private agencies which the County is not legally obligated to fund.¹

1. No payment shall be made on any such contract unless the contracting agency shall have submitted to the Budget Director the following:

- a. A written proposal setting out in detail the intended use of the County's funding, including the target population to be served;
- b. The agency's IRS Form 990, from the previous fiscal or calendar year;


¹ "Private agencies which the County is not legally obligated to fund" does not include agencies funded through the COMBAT Tax, in accordance with Chapter 93 of the Jackson County Code.



- c. A statement of the agency's total budget for its most recent fiscal year; and,
 - d. A detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years).
 2. If an agency has previously received County funding, to be eligible for future payments, an agency must submit either:
 - a. An audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year; or
 - b. A certified public accountant's program audit of County funds, by January 31 of the following year.
 3. Any document described above which was submitted to the Budget Director as a part of an application for funding need not be resubmitted to qualify for payment.
 4. No payment shall be made if the contracting agency is out of compliance on any other County contract.
 5. Executive Order 99-14, dated February 22, 1999, Executive Order 99-12, dated February 16, 1999, and Executive Order 98-01, dated January 8, 1998, are hereby rescinded.

10-4-04

Date


Kathryn J. Shields



JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report Date: _____ (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816)-881-3302.

Mail reports to:

Tom Wyrsh
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106

EMAIL: tom@jacksonco.org

FAX: (816)-881-1223

1. COMPANY DESCRIPTION:

Name of Company _____
Street Address _____
City _____ State _____ Zip _____
Email Address: _____
Website Address: _____
Area Code _____ Telephone Number _____
Representative Name _____

2. COMPANY STATISTICS:

- A. Total number of Employees _____
- B. Total Number of Employees who are:
 - 1. Women _____
 - 2. Hispanic _____
 - 3. Black _____
 - 4. Asian _____
 - 5. American Indian _____
 - 6. Other _____

YES NO N/A

- 3. Has your company advertised for applicants since your report? _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement
- 4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____
If so, please attach a detailed report of such changes
- 5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures? _____
If so, please attach a narrative of such efforts.

	YES	NO	N/A
6. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer to Minority or Female applicants? <u>If so, please attach a narrative of such efforts.</u>	—	—	—
7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?	—	—	—

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE/Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY _____
STREET ADDRESS _____
REPRESENTATIVE NAME _____
TELEPHONE NUMBER _____
EMAIL ADDRESS _____
WEBSITE ADDRESS _____
PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT _____
AMOUNT OF CONTRACT _____

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR MBE/WBE FIRM WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

	YES	NO
1. Available employment	—	—
2. Visual check	—	—
3. Other (specify) _____		

This Compliance Review Form was prepared and submitted by:

Signature

Name and Title

Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

NON-ALLOWABLE COSTS

Due to restrictions imposed by the Missouri constitution, public funds, including Jackson County Housing Resources Commission Funds and Outside Agency Funds may not be used to purchase land, buildings, or capital equipment. Examples of capital equipment that may **NOT** be purchased the County funds include:

- Computers
- Appliances
- DVD players and recorders
- Televisions
- Automobiles
- Fixtures

Examples of properly allowable costs include:

- Salaries
- Fringe Benefits
- Rent or Lease of Real Estate and Capital Equipment
- Contractual Payments, including rent, utilities, insurance, and mortgage payments of behalf of clients
- Expendable supplies, including typical office and cleaning supplies
- Building Materials, including paint, drywall, lumber, roofing materials, plumbing and electrical supplies, fasteners, and any other material which loses its individual character when incorporated in a greater whole. "Building Materials" does not include appliances, lighting fixtures, or similar capital equipment which retains its individual character.

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 **Twelfth Street Heritage Development Corp.**, 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, **Twelfth Street Heritage Development Corp.**, 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.)

[Signature]
Authorized Representative's Signature
President/CEO
Title

Dwayne Williams
Printed Name
7-19-16
Date

Subscribed and sworn before me this 19th day of July, 2016. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 4-29-19.

G. Sciara
Signature of Notary
G. SCIARA
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires Apr. 29, 2016 Date
Commission # S15038552