

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$40,000.00 from the undesignated fund balance of the 2015 Grant Fund in acceptance of an Ex-offender Reentry Program grant received from the Missouri Department of Corrections, and authorizing the County Executive to execute a Cooperative Agreement with One Goal Consultants of Kansas City, MO, for the furnishing of the Ex-offender Reentry Program, at a cost to the County not to exceed \$40,000.00, and authorizing the execution of a Memorandum of Understanding with the Missouri State Department of Corrections.

ORDINANCE NO. 4803, November 23, 2015

INTRODUCED BY Dan Tarwater III and Alfred Jordan, County Legislators

WHEREAS, the Missouri Department of Corrections has awarded the County a grant in the amount of \$40,000.00 for the Ex-offender Reentry Program, for which the County will serve as the fiscal agent; and,

WHEREAS, the Legislative Auditor recommends a Cooperative Agreement with One Goal Consultants for the furnishing of this reentry program, at a cost to the County not to exceed \$40,000.00, for the period of November 1, 2015, through June 30, 2016; and,

WHEREAS, the Ex-offender Reentry Program is designed to prepare offenders to be successful, productive, taxpaying citizens upon their release from prison; and,

WHEREAS, an appropriation is necessary to place the program funds in the proper spending account; and,

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2015 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund MO - DOC, One Goal			
010-7734	45612 – Increase Revenues	\$40,000	
010-2810	Undesignated Fund Balance		\$40,000
010-2810	Undesignated Fund Balance	\$40,000	
010-7734	56789 – Outside Agency Funding		\$40,000

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the Missouri State Department of Corrections and a Cooperative Agreement with One Goal Consultant for the Ex-offender Reentry Program; and,

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

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Jan D. Harden
Chief Deputy County Counselor

W. Stephen Rife
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4803 introduced on November 23, 2015, was duly passed on December 7, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

12.7.15
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4803.

12-8-15
Date

MDS
Michael D. Sanders, County Executive


Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$40,000.00

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

ACCOUNT NUMBER: 010 7734 56789
ACCOUNT TITLE: Grant Fund
MO – DOC, One Goal
Outside Agency Funding
NOT TO EXCEED: \$40,000.00

November 19, 2015
Date


Director of Finance and Purchasing

MEMORANDUM OF UNDERSTANDING

**Reentry Funding for Offenders
between
The Missouri Department of Corrections
Reentry Services Section
2729 Plaza Drive
Jefferson City, MO 65102
and
Jackson County, Missouri**

The Missouri Department of Corrections ("DOC") agrees to provide funding to Jackson County, Missouri ("the County") for reentry services to former offenders in accordance with the following terms and conditions hereby agreed upon:

1. The **County** agrees to provide reentry services to offenders of the DOC. To be eligible for reentry services under this agreement, offenders must meet the following criteria:
 - 1.1 Former offenders must have been
 - 1.2 Former offenders must reside within
2. The DOC Research and Evaluation Section shall provide the County the name and institution of incarceration of offenders sentenced from Jackson County being released, at least two months prior to their release date.
 - 2.1 The DOC shall continue to provide such information beyond the expiration of this agreement until notified by the County that all funds provided under this agreement have been expended.
3. The County may contact the office of the Director of the Division of Adult Institutions to obtain the current name and contact information of the Institutional Parole Officer.
4. The County and any contractor of the County shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
5. Each party shall be responsible for damages that result from its own employees', agents' and representatives' acts or omissions during the performance of duties agreed to herein. By so agreeing, neither party waives any of the protection afforded it as a public body of the State of Missouri. The parties agree to be responsible hereunder only to the extent they would otherwise be liable under the provisions of section 537.600, et seq., RSMo. To the extent allowed and imposed by law, the parties agree the County shall indemnify, save, and hold DOC, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to this Agreement.
6. The County shall provide all necessary and required insurance for the County's staff and equipment of the County unless otherwise indicated herein. DOC shall not be liable in the event of loss and/or shrinkage, and/or damage of any of the County's equipment or supplies. Title to any leased and/or purchased supplies and equipment procured by the County as a result of this Agreement shall be held by and vested in the County.
7. This Agreement is not intended to create any rights, liberty interest nor entitlements in favor of any offender or former offender. The Agreement is intended only to set forth the rights and responsibilities of the parties hereto. Any person or entity, other than the parties hereto,

receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

8. The County shall maintain records as may be required by the Agreement, and shall provide them to DOC upon request. Records shall also be made available the Missouri State Auditor as requested for audits.
9. On a quarterly basis, or at the request of the DOC, the County shall submit an itemized report to the DOC identifying the services provided to former offenders. At a minimum, the report shall include:
 - An identification number for each former offender
 - The type of service(s) received by each former offender
 - The amount spent on each former offender
 - The identifiable successes of former offenders by type (i.e. employment, housing, transportation, etc.)

The above referenced report shall be submitted to:

Missouri Department of Corrections
Attn: Reentry Unit
PO Box 236
Jefferson City, Missouri 65102

The reporting requirements will survive the expiration of this agreement and remain in effect until all funds are expended.

10. **E-Verify:**

- 10.1 E-Verify is a federal work authorization program. Information regarding E-Verify is available at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 10.2 As a condition for the award of any contract or grant in excess of \$5,000, pursuant to section 285.530 RSMo, the County name **must** affirm its enrollment and participation in the E-Verify program with respect to the employees proposed to work in connection with the services or as requested herein by:
 - a. submitting a completed Exhibit A, Box A indicating the County does not meet the business entity as defined by section 285.525 RSMo. or
 - b. submitting a completed Exhibit A, Box B indicating the County does meet the business entity as defined by section 285.525 RSMo. And will participate in E-verify and;
 - c. submitting a completed, original, notarized copy of Exhibit A, AFFIDAVIT OF WORK AUTHORIZATION and;
 - d. submitting a completed copy of the first page of the E-Verify Memorandum of Understanding identifying the County and;
 - e. submitting a valid copy of the signature page completed and signed by the authorized representative of the County, the Social Security Administration (if applicable), and the Department of Homeland Security (DHS) – Verification Division or

- f. submitting a completed Exhibit A, Box C providing documentation affirming the County's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

10.3 The County must submit Exhibit A, BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, and AFFIDAVIT OF WORK AUTHORIZATION prior to an award of contract.

- 11. The County shall receive the entire funding of \$40,000.00 at the start of the Agreement. Payment shall be processed through the state's financial management system, SAM II, using the County's vendor number. No other payments or reimbursements shall be made to the County for any reason whatsoever. The County shall expend all funds received under this agreement NLT June 30, 2016
- 12. The parties agree that any change to this Agreement including those that are necessary as a result of a statute, rule or regulation, or court order adopted after the effective date of this Agreement shall be accomplished by written and signed amendment between the parties.
- 13. This Agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this Agreement shall be effective unless mutually agreed upon in writing by the parties. The County further agrees that the language of this Agreement shall govern in the event of conflict.
- 14. Further, it is agreed upon by the parties that this Agreement shall terminate on the part of all parties 11:59 p.m. on.

Signed and agreed hereto:

Michael D. Sanders
County Executive

Date

George A. Lombardi, Director
Missouri Department of Corrections

Date

ATTEST:

APPROVED TO FORM:

Mary Jo Spino, Clerk of the Legislature
Clerk of the Legislature

W. Stephen Nixon
County Counselor

EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

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. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that **Jackson County, Missouri** (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

W. Stephen Nixon

Authorized Business Entity Representative's Name
(Please Print)

*Authorized Business Entity
Representative's Signature*

Jackson County, Missouri

Business Entity Name

Date

snixon@jacksongov.org

E-Mail Address

As a business entity, the bidder must perform/provide each of the following. The bidder should check each to verify completion/submission of all of the following:

-- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

-- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;

AND

-- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT A (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now **W. Stephen Nixon** (Name of Business Entity Authorized Representative) as **County Counselor** (Position/Title) first being duly sworn on my oath, affirm **Jackson County, Missouri** (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that **Jackson County, Missouri** (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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.)

<hr/> <i>Authorized Representative's Signature</i>	<hr/> W. Stephen Nixon
<hr/> County Counselor	<hr/> Printed Name
<hr/> Title	<hr/> Date
<hr/> snixon@jacksongov.org	<hr/>
<hr/> E-Mail Address	<hr/> E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on _____.

(DAY) (MONTH, YEAR) (DATE)

<hr/> <i>Signature of Notary</i>	<hr/> Date
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