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, SALVATION ARMY – CROSSROADS, 14700 EAST TRUMAN ROAD, INDEPENDENCE, MO 64050, 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

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MARY JO SPINO COUNTY CLERK 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. <u>SERVICES</u>. 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.
- 2. **PAYMENT**. The County shall pay to Contractor a total amount not to exceed \$14,000.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. One quarter of this sum, or \$3,500.00, shall be paid to Contractor on a quarterly basis for the periods ending March 31, 2013, June 30, 2013, September 30, 2013, and December 31, 2013, 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.
- 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, 2014. 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.

- 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. AUDIT. The parties agree that the County may, upon reasonable notice, examine and audit the books and records of Contractor pertaining to its finances and operations specific to the contracted service. 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.

- 7. **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.
- 8. **TERM**. The term of this Agreement shall commence January 1, 2013, and shall continue until December 31, 2013.
- 9. **LIABILITY**. No party to this Agreement shall assume any liability for the acts of the other party, its officers, agents, or employees.
- 10. <u>CONFLICT OF INTEREST</u>. 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.
- 11. **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.

- 12. <u>INFORMATIONAL REPORTING</u>. 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.
- 13. **TERMINATION**. Except as provided in Paragraphs 7 and 16 hereof, this Agreement may be terminated by either of the parties upon thirty days written notice to the other party.
- 14. <u>SURPLUS FUNDS</u>. 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.
- 15. **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.

- 16. **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.
- 17. **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.

- 18. **ASSIGNMENT**. Contractor shall not assign any portion or the whole of this Agreement without the prior written consent of the County.
- 19. <u>DISCONTINUANCE OF PROGRAM</u>. In the event Contractor should elect to discontinue this program, or file for bankruptcy, or participate in a reContractor, 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.
- 20. 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.
- 21. <u>CONFIDENTIALITY</u>. 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.
- 22. <u>COMPLIANCE WITH RFP</u>. 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. 94-12. Failure to comply with the terms of the RFP shall be a breach, remediable under Paragraph 16 hereof. In the event of a conflict between any provision of this Agreement and a provision of the County's RFP No. 94-12, the provision of this Agreement shall govern.
- 23. <u>INDEMNIFICATION</u>. 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.

INCORPORATION.

24.

IN WITNESS WHEREOF, the County and Contractor have executed this

Agreement this 28th day of May , 2013.

APPROVED AS TO FORM:

W. Stephen Nixon
County County County Selor

ATTEST:

SALVATION ARMY - CROSSROADS

By
Mary Jo Spino

This Agreement incorporates the entire understanding

REVENUE CERTIFICATE

Title

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 \$14,000.00, which is hereby authorized.

Date / 1,2013

Clerk of the Legislature

Director of Einance and Purchasing

Account #043-7001-56789

7001 2013014

Federal Tax I.D. 44-05445998



HOUSING RESOURCES COMMISSION FUNDING REQUEST FORM 2013 BUDGET

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 2012 and 2013 Revenue Information page	2
Section C: Individual Program Budget page	3
Section D: Program Information	3 4 - 10

Section A: Organization or Agency Information				
Name: The Salvation Army Crossroads Family Emergency Shelter				
Full Address- City, State & Zip Code: 14700 E Truman Rd. Independence, Mo. 64050				
Phone No: 816-252-3200 Fax: 816-836-0413				
Website Address: http://salarmymokan.org\location\indep h++p://salarmymokan.org\location\indep h++p://salarmymokan.org\location\indep				
Federal Tax ID No: 44-0545998 Fiscal Year Cycle: Oct. 1 through Sept . 30				
Executive Director: Major Charles Smith				
Name and Title of Principal Contact Person: Major Butch Frost, Corps Officer/Catherine Asher, Shelter Director				
Phone No: 816-252-3200 Email Address: <u>butch_frost@usc.salvationarmy.org</u>				
Major Program Activity (ies) - Check Only Those Activities For Which You Are Requesting Funding:				
Personal Services (Case Manager)				
Bednights ☑ Emergency Shelter ☐ Transitional Living ☐				
Mortgage/Rent Assistance ☐ Utilities ☐ Other - Food Clothing ☐				
Submittal of this request has been authorized by:				
Date: 11/29/12				

Section A

Section B: Agency's 2012 and 2013 Revenue Information					
	Agency's 2013 Profesiod Revenius	liair	માંગ સ્પ્રિ ભાગ		
ladiadiag ladity.	Agency's 2013 Total Projected Revenue Score You Will Reques 2013 Funding From		Projected	% of- Total Revenue:	
Federal	FEMA	\$	5,000	1	
State	CDBG, ESG, Child Food Program, Homelessness Grant	\$	76,186	16	
Jackson County	Jackson County Resource Commission Grant	_\$	20,000	4_	
Other Counties		\$	-	0	
City		\$	-	0	
Charity/Donations	Unrestricted donations and United Way	\$	92,636	20	
Fundraisers		\$	4,500	1	
Other	Gifts in Kind, The Salvation Army Allocation Fund	\$	264,650	57	
	2013 Total Projected Revenue	\$	462,972		

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Federal	FEMA			\$		19,500	4
State	Child Food Pro, CDBG, Homeless Chall	lenge, TANF		\$		70,294	13
Jackson County	Jackson County Resources Commis	ssion Grant		\$		8,000	1
Other Counties				\$		-	0
City	ESG			\$	•	31,000	6
Charity/Donations	United Way, Unrestricted donations,			\$		97,646	18
Fundraisers	Doing The Most Good Dinner			\$		6,000	1
Other (please list)	In-Kind Donations, The Salvation Are	my, THQ Interi	n Grant	\$		316,250	58
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Board of Services for		<u> </u>	\$	_			
Domestic Violence B		_ [기	\$				
Housing Resources	<u> </u>	П	\$	8 000	Crossroada 5	amily Emerg. Shelter	
Outside Agency Prog		v	*	-	Grossivads F	anny emerg. Sheller	
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K/	ANSAS CITY. M	ISSUURI 1	Fringe Benefits	(limited to 20% of salaries)	\$	•
		Total Persona	I Services		\$	
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SHELTER ASS					sitional L	iving 🗦
	/laximum \$50 Per Indi	vidual / \$100 Per Fa	imily (Total \$300	Individual / \$500 Family)		
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Agency Name:

The Salvation Army

Program Name:

Crossroads Emergency Family Shelter

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The Salvation Army came to The United States in 1880, and to the Kansas City area in 1885. The Salvation Army, an Illinois Corporation (Territorial Headquarters and Corporate Headquarters, located in Chicago, IiI.) was incorporated in 1913. The Salvation Army Crossroads Emergency Family Shelter was established in 1983 and became a part of The Salvation Army in 1995. The Salvation Army has operated extensive and multifaceted social services in Eastern Jackson County for many years, targeting social services to low-income, at risk of homelessness, and homeless individuals/families. Services incude: emergency assistance, homeless shelter, food pantry, case management, life skills classes, and outreach services to homeless or near homeless individuals in the community. Crossroads provides emergency shelter, meals, strengths-based case management, and life skills classes to homeless individuals/families. In March, 2010 it was decided to provide shelter only to homeless families except during inclement weather. This decision was made due to the increase of demand for shelter for families.

Agency Name:

The Salvation Army

Program Name:

Crossroads Emergency Family Shelter

Proposed Program idionsio begorioniso bycerdnio ogali: Crossroads provides emergency shelter, meals, and strength-based case management to homeless families. Crossroads is open 24 hours per day, 365 days per year. The shelter has a capacity for 60 persons and the maximum length of stay is sixty days. Participants receive a safe place to stay and three meals and a snack each day. Participants receive supportive services and life skills classes, including: budgeting, substance abuse education and support, GED classes (on site), parenting, women's support groups, Job skills preparation, and housing information. Residents attend a minimum of one hour of strengths based case management per week which includes goal setting for financial/housing stabllity, monitoring progress, and referrals to main stream and other community resources. The case manager assists families with meeting children's educational requirements through collaboration with the Independence School District homeless liaison and arranging transportation. Participants receive transportation assistance (when available), laundry facilities, school/work clothing, medication assistance, and financial/material assistance as available.

Agency Name:

The Salvation Army

Program Name:

Crossroads Emergency Family Shelter

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	Crossroads provides er	nergency shelter to eligible homeless families (as defined by HUD) who are
	primarily residents of Ja	ckson County, Mo. Services are provided to other persons but preference is
	given to those in Jackso	on County. Referrals come from area churches, organizations, Homeless

Crossroads provides emergency shelter to eligible homeless families (as defined by HUD) who are primarily residents of Jackson County, Mo. Services are provided to other persons but preference is given to those in Jackson County. Referrals come from area churches, organizations, Homeless Hotline, and other agencies within the community that provide services to the homeless population. Verification of homelessness is required from each family within the shelter. This verification can come from any organization or persons who are aware of the reason for the family being homeless. This can also come from the adult participants themselves. Crossroads does not provide services to persons who are on the Sex Offender Registry or if they test positive for illegal drugs.

Agency Name:

The Salvation Army

Program Name:

Crossroads Emergency Family Shelter

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Crossroads provides emergency shelter services to those who are predominantly in Jackson County. However if space is available, households from other counties in Missouri as well as other States are accepted.

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Participants are entered into the MidAmerica Assistance Coalition (MAAC) upon entry Into the program. Services and costs are entered into the system to track funds provided to the participants. All income is listed in the program budget which is separated according to types of funding. Government and county funds are listed within the budget. The budget is sent to Divisional Finance Board for approval. Copies of billings, request for payments, and deposits are made and kept in a secure place at Divisional Headquarters. The audits for each program are conducted annually and reports are submitted to the finance board for review and approval. The Salvation Army utilizes the accrual basis accounting method in accordance with Generally Accepted Accounting Principles and Auditing Standards. We also undergo an A-133 Audit annually with an independent accounting firm.

Agency Name:	The Salvation Army
Program Name:	Crossroads Emergency Family Shelter
Provide safe shelte	Approach & Niction List (action three (s)) abjectives for each program, r, food, and supportive services to those in immediate need.
2. Provide strength-ba	sed case management and supportive services to families participating in t
residential program.	
Provide education the those participating in the	to promote self-sufficiency and prevent the reoccurrence of homelessness to be residential program.
 Each resident is prov 	lispecific methods vor will use to achieve these objectives. vided three meals per day, a snack, a bed, and basic living needs while at ossroads Emergency Family Shelter. Clothing is provided as needed.
 Residents are require action and show progre 	ed to meet with their case manager at least once a week to develop a plan or ss in addressing the problems that led to their homelessness.
alcohol education suppo	equired to attend life skills classes such as budgeting, parenting, drug and ort groups, housing, support groups, etc. to acquire the necessary skills to to prevent reoccurrence of homelessness.

Agency Name: The Salvation Army

Program Name: Crossroads Emergency Family Shelter

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- 1. 100% of persons who enter into the shelter program will have their immediate need of safe housing and meals met as measured by the client file and MAACLINK database.
- 2. 95% of all residents who enter into the residential program will receive case management as measured by the review of the client files.
- 3. 95% of all adult residents will attend the support group and educational groups offered to residents to provide the necessary information to promote self-sufficiency and to prevent the reoccurrence of homelessness.
- 4. 45% of all participants will enter into safe and stable housing upon discharge from program.

Agency Name:

The Salvation Army

Program Name:

Crossroads Emergency Family Shelter

Medel Healin 1 Laow does your apensy dealwith mental health que to homele

Participants who require mental health services are referred to several agencies within the area as Crossroads does not employ a licensed therapist to address these concerns. In-service trainings to help staff know how to identify and properly refer persons who have mental health concerns are required.

Participants who require mental health services are referred to Comprehensive Mental Health, Truman Behavioral, and/or Re-Discover. Families are referred to Child Abuse Prevention Association (CAPA) to provide them with skills to address the many Issues and concerns which come from being homeless. Crossroads provides a parenting class to help with some of the parenting issues which homeless families experience. Children are in age-appropriate groups where they learn the skills needed to help them deal with the issues they face both at school and home.

Exhibit B

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 Salvation Army - Crossroads, 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, Salvation Army - Crossroads, 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.)

	Bramwell E. Higgins Secretary
Authorized Representative's Signature	Printed Name
	APR 1 7 2013
Title	Date
Subscribed and sworn before me this	the County of will, State or
OFFICIAL SEAL	

OFFICIAL SEAL
SUSANNE MASSARELLO
Notary Public - State of Illinois
My Commission Expires Mar 29, 2014