

County Agreement for Distribution of Emergency Rental Assistance Funds

This County Agreement for Distribution of Emergency Rental Assistance Funds ("Agreement"), entered into on the date set forth below by and between the undersigned County, of the State of Missouri ("County"), and the Community Services League, 404 N. Noland Rd., Independence, MO 64050 ("Recipient") an entity which operates within said County (collectively the "Parties").

RECITALS

WHEREAS, the United States government has allocated funds to the County for Emergency Rental Assistance (ERA) as authorized by Section 501, Division N of the Consolidated Appropriations Act, 2021 ("the Act");

WHEREAS, Recipient has requested and applied for available funds from the County to enable it to assist eligible sub-awardees in the areas of ERA, utilities assistance, and other allowable purposes, as set forth in the Scope of Work/Budget, attached as Exhibit A ("Budget") and incorporated herein by reference; and

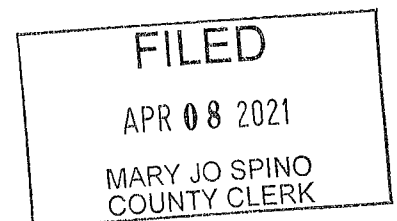
WHEREAS, through said Budget, Recipient has represented, warranted and attested to the County that it meets all state and federal requirements for receipt of funds (the "Funds") as described in said Budget; and

WHEREAS, County has reviewed said Budget and has made an award decision via Ordinance 5439, dated March 15, 2021; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to distribute funds from the County to Recipient to provide funds to eligible sub-awardees consistent with the Act. Recipient agrees the Funds shall be used only to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the Recipient must determine that: a.) one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; b.) one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and c.) the household has a household income at or below 80% of area median income. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in the Budget. Recipient understands and agrees that any deviations from the use of Funds, as described in the Budget must have prior approval from the County Administrator, which is subject to the sole and absolute discretion of the County's County Administrator.

2. Funding Source. The County is authorized to distribute the Funds described in this Agreement pursuant to the Act.



3. Representations and Warranties by Recipient. Recipient represents, warrants, and certifies that:

a. The undersigned individual has all necessary authority on behalf of the Recipient to request payment from the County from the allocation of funds to the County authorized by the Act.

b. Recipient understands and agrees that the County will rely on Exhibit A and this Agreement as material representations in awarding and making a payment of Funds to Recipient. Recipient affirms that the information set forth in the Budget is true, complete, and accurate and affirms the statements made in the Budget as of the date of this Agreement.

c. Recipient expressly represents and warrants that it is eligible to receive the Funds in accordance with state and federal law and that the Funds will be used exclusively for lawful expenditures pursuant to the Act and specifically as described in the Budget.

d. Recipient represents, warrants, and agrees that the proposed uses of the Funds provided as a payment shall be used only to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the Recipient must determine that: a.) one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; b.) one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and c.) the household has a household income at or below 80% of area median income.

e. Recipient acknowledges, understands, and agrees that Funds provided as payment from the County to Recipient pursuant to this Agreement must adhere to official federal guidance issued or to be issued on what constitutes an allowable expenditure. Any funds expended by Recipient in any manner that does not adhere to official federal guidance shall be returned to the County.

f. Funds received pursuant to this Agreement shall not be used for expenditures for which any sub-awardee has received other funding (whether state, federal or private in nature) for that same cost or expense.

g. Recipient may not use funds received pursuant to this Agreement to make a grant to any local government, public entity, political subdivision, non-profit corporation, corporation, limited liability company, or other business entity, or individual unless the specific use of funds was expressly described in the Budget, and such grant is used solely for allowable expenditures authorized by the Act. In such event, Recipient is responsible for all documentation requirements set forth in this Agreement.

h. Recipient certifies by entering into this Agreement that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

i. Recipient agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Application.

j. Recipient certifies that the Funds shall not be used for any unlawful purpose.

4. Award and Distribution of Funds; Amount. Subject to the representations, warranties, covenants and agreements set forth in this Agreement, including the representations, warranties, covenants and agreements made by Recipient in the Budget attached as Exhibit A, County agrees to distribute to Recipient the Funds in the sum of \$11,550,205.00 for the purposes set forth and described in Exhibit A, subject to approval and execution of this Agreement. The County will distribute to Recipient one-fourth of this sum of \$2,887,551.25, upon the execution of this Agreement. Thereafter, on the first day of each of the next three calendar quarters, the County will distribute to Recipient the same sum, provided that Recipient has furnished to the County documents sufficient to demonstrate that Recipient has expended the previous quarter's funds in furtherance of the purposes set out in this Agreement and Exhibit A hereto. Recipient may request payment early if it can demonstrate that all funds previously distributed by the County have been expended. Recipient understands and acknowledges that all awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law. In the event of a change in the Act or guidance issued by the United States Department of Treasury that affect this Agreement, the obligations of the County under this Agreement may be terminated immediately.

5. Term. This Agreement shall commence on the last date set forth on the signature pages of this Agreement and shall remain in force and effect until September 30, 2022, unless otherwise terminated as provided in this Agreement.

6. Use of Funds. Recipient shall only use the Funds for the purposes and intended use of funds description set forth in Exhibit A, and as awarded in this Agreement. Recipient may only use Funds for the purposes awarded in Exhibit A. Modification of Recipient's purpose and intended use of funds shall require prior written approval of the County's County Administrator.

7. Unused Funds. Funds awarded and paid from the County to Recipient pursuant to this Agreement that are not expended must be returned to the County on or before September 30, 2022, and may not be used for expenditures incurred after that date.

8. Documentation and Reporting Use of Funds. Recipient agrees to maintain the records necessary in order to comply with the requirements of the Act and to demonstrate that the Funds have been used in accordance with the Act. Recipient agrees to utilize appropriate fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to create, keep and maintain such records as the United States, State of Missouri, and County may prescribe, and in order to assure fiscal control, proper management, and efficient disbursement of funds received under this Agreement.

Recipient shall maintain all books, records and other documents in compliance with state and federal reporting and audit-related requirements. Recipient shall make all books, records and other documents available at all reasonable times for inspection and copying by the County in order to ensure compliance with the Act, U.S. Department of Treasury Guidance, the intended purposes of the Funds as set forth in Exhibit A, audit requirements, and this Agreement. Copies of all records (including electronic records) shall be furnished to the County at no cost.

Recipient agrees to timely complete and submit any and all financial reports, as requested by the County. Failure by Recipient to timely submit Supporting Documentation may result in an Event of Default. The County may require Supporting Documentation furnished by the Recipient from time to time regarding the use of Funds with respect to the approved and necessary expenditures listed in Exhibit A.

Recipient shall maintain, retain and provide documentation to County relating to the use of Funds upon request, including, but not limited to (collectively referred to as "Supporting Documentation"):

- a. Procurement and conflict of interest policies;
- b. Documentation of compliance with applicable procurement laws and requirements for Recipient;
- c. Publication and/or posting documentation relating to procurement;
- d. Requests for funding applications;
- e. Funding Applications;
- f. Sales receipts and invoices;
- g. Contracts for the purchase of goods or services;
- h. Proof of evaluation and award;
- i. Purchase orders, payment requests, or applications for payment;
- j. Proof of payment (e.g., cancelled checks, direct payment information, bank statements, credit card statements);

- k. Proof of delivery on goods (e.g., copies of packing slips or bills of lading);
- l. Proof of services rendered (e.g., statements confirming services provided by a vendor or contractor);
- m. Time sheets and other personnel information (e.g., wage rates, job duties, etc., if applicable);
- n. Direct solicitation lists (if applicable);
- o. Documentation of sole source procurement (if applicable);
- p. Bonding and insurance documents (if applicable)
- q. E-Verify documentation;
- r. Financial reports regarding the use of the Funds; and
- s. Any other documents reasonably required by the County, its auditors, or the United States with respect to compliance with the requirements of the Act and guidance.

9. Compliance with Laws

a. Recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. Failure to comply with any applicable requirements by Recipient shall be deemed a material breach of this Agreement. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the County and Recipient to determine whether the provisions of this Agreement require formal modification.

b. The Recipient and its agents shall abide by all applicable conflict of interest laws and requirements that apply to persons who have a business relationship with the County. If Recipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special appointee, has a conflict of interest, Recipient shall ensure compliance with all applicable disclosure requirements prior to the execution of this Agreement. If Recipient or its agents violate any applicable conflict of interest laws or requirements, the County may, in its sole discretion, terminate this Agreement immediately upon notice to Recipient.

c. Recipient certifies by entering into this Agreement that neither it nor any of its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory,

regulatory or judicially required payments and taxes to the County, State of Missouri, or federal government.

d. Recipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any federal, state, or local government, that would affect the proper and agreed upon use of the Funds.

e. Recipient agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations with respect to uses of the Funds.

10. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement, provided, that if any such Event of Default is capable of being cured, such Event of Default shall not be deemed to be an Event of Default unless Recipient fails to cure such Event of Default within the time period specified below following receipt of written notice from County notifying Recipient of such Event of Default (each, a "Cure Period"):

a. False Statement. Any statement, representation or warranty by Recipient contained in the Application or Supporting Documents, in any funding request, this Agreement, or any other document submitted to the County related to this Agreement which is determined to be false, contains a material ~~misrepresentation~~, or is misleading, as determined by the County, its auditors, or the federal government.

b. Failure to Comply with Applicable Laws. Recipient fails to comply with or satisfy any of the requirements described in paragraph 26.

c. Failure to Perform; Breach. Recipient fails to perform or breaches any obligation or requirement of this Agreement, or makes an unauthorized use of the Funds, including, by way of example, but not limited to:

i. Use of Funds that is different from the Purpose and Intended Use of Funds as detailed in Exhibit A;

ii. Use of Funds for a purpose not described in Exhibit A, even for purposes that might otherwise be considered an eligible use of Funds had the use been approved by County;

iii. Use of Funds for expenditures incurred outside the time period of March 13, 2020, through September 30, 2022; or

iv. Failure to return unused or unspent funds on or before September 30, 2022;

d. Failure to Provide Supporting Documents and Information. Recipient fails to provide Supporting Documentation, including, but not limited to financial reports, books, records, and other documents reasonably required by the County relating to the subject matter of this Agreement, subject to a ten (10) day Cure Period.

e. Voluntary or Involuntary Insolvency. Recipient: (i) files or has filed against it a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law; (ii) makes an assignment for the benefit of its creditors; (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, or a court or government authority enters an order appointing a custodian, receiver, trustee, or other officer with similar powers, and such order is not vacated within ten (10) days; (iv) has an order entered against it for relief or approving a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtor's relief law, and such order is not vacated within ten (10) days; or (v) has an order entered dissolving, winding-up or liquidating Recipient.

f. Determination Regarding the Act. Use of the Funds for purposes that are determined not to be eligible, compliant with, or used in a manner consistent with the requirements of the Act, as determined by an independent auditor, the United States Department of Treasury, or other agency charged with evaluating compliance with the requirements of the Act, including internal controls, monitoring and management, and audit requirements.

g. Recoupment Request or Demand to County. A request or demand is made to the County or the United States to repay any of the Funds awarded to Recipient, subject to a determination by the County of the correctness and appropriateness of the request or demand. In such event, County shall provide written notice to the Recipient of the nature and extent of the request or demand, and, subject to the obligations of Recipient pursuant to paragraph 17, County and Recipient may mutually agree to the appropriate course of action under the circumstances.

h. Other Breach. The breach of any other material term or condition of this Agreement.

11. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, County may take any of the following actions, individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to County at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

a. Termination. County may terminate this Agreement and the Notice of Decision by giving a written termination notice to Recipient ("Termination Notice") and, on the date specified in such notice, all rights (but not the obligations) of Recipient under this Agreement shall terminate. Upon termination of this Agreement, County shall have no further obligation to disburse Funds to Recipient, whether or not the entire amount of Funds have been disbursed to Recipient.

b. Withholding of Funds. County may withhold all or any portion of Funds not yet disbursed pursuant to this Agreement or any other agreement with Recipient, regardless

of whether Recipient has previously submitted an Application or whether County has approved a disbursement of Funds requested in any Application or funding request.

c. Repayment of Funds. County may demand the immediate return of any previously disbursed Funds that have been claimed, received, expended, or used by Recipient in breach of the terms of this Agreement or that are the subject of an Event of Default, together with interest thereon from the date of disbursement at the interest rate set forth in subparagraph f, or maximum rate permitted under applicable law ("Repayment Notice"). Recipient agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

d. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement by County, or because of an Event of Default, if the County is the substantially prevailing party, the County shall be entitled to recover reasonable attorneys' fees, litigation expenses, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

e. Interest. For any amount of Funds which are the subject of an Event of Default, Recipient shall be obligated to pay interest at the rate of 18% per annum, or the maximum rate permitted under applicable law, calculated from the date of disbursement to Recipient to the date the Funds are repaid to the County.

12. Funding Termination. If prior to the disbursement of Funds to Recipient, the Funds shall become unavailable for any or no reason, this Agreement shall terminate.

13. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Suit, if any, must be brought in the Circuit Court of Jackson County, Missouri.

14. Nondiscrimination. Pursuant to the Missouri Human Rights Act, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Recipient covenants that it shall not discriminate against any employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of a person's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law and with respect to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in places of public accommodation. Furthermore, Recipient agrees to comply with applicable federal laws, regulations, and executive orders prohibiting discrimination based on protected characteristics in the provision of services.

15. No Assignment. This Agreement and all rights, privileges, duties and obligations of Recipient hereto shall not be assigned or delegated by Recipient. Recipient is expressly prohibited from distributing the Funds to any other entity without the express written approval from County.

16. Indemnification. Recipient agrees, to the extent permitted by law, to defend, indemnify, and hold harmless County, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Recipient, its officers, directors, employees or agents, or any other person affiliated with Recipient in applying for or accepting the Funds, in the use or expenditure of the Funds, or any other matters arising out of or relating to the Application, the Notice of Decision, or this Agreement. This paragraph is not intended to constitute a waiver of sovereign immunity on the part of either party.

17. No Agency. Recipient is solely responsible for all uses, expenditures, and activities supported by the Funds. Nothing contained in this Agreement shall be construed so as to create a partnership, agency, joint venture, employment, or any other type of relationship. Recipient shall not represent itself as an agent of the County for any purpose and acknowledges that it does not have authority to bind the County in any manner whatsoever.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the address listed for County or Recipient, respectively, set forth in the signature page to this Agreement.

19. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Entire Agreement. Recipient acknowledges and agrees that this Agreement represents the entire agreement between Recipient and County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

21. Authority. The undersigned persons signing this Agreement on behalf of Recipient and County represent and warrant that the appropriate governing body, board, or person has authorized and approved this Agreement and the undersigned persons have the requisite legal authority and power to execute this Agreement, and to bind the respective party to the obligations contained herein. This Agreement constitutes a valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Recipient or County, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

22. Employment of Unauthorized Persons. Pursuant to §285.530, RSMo, Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized person to perform work within the State of Missouri.

23. Other Financial Assistance. The Fund payments which are the subject of this Agreement shall be considered "other financial assistance" pursuant to 2 C.F.R. § 200.40.

24. Federal Financial Assistance. The Fund payments which are the subject of this Agreement are considered federal financial assistance subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §203 regarding internal controls; §§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, the requirements of which are incorporated herein by reference as though fully set forth herein.

25. Incorporation of Act Requirements. The following provisions and requirements are incorporated into this Agreement by reference, as though fully set forth herein:

- a. Section 501, Division N of the Consolidated Appropriations Act, 2021 (“Act”);
- b. United States Department of Treasury, Emergency Rental Assurance, Frequently Asked Questions, Revised February 22, 2021;
- c. Any and all subsequent guidance issued by the United States, including the Department of Treasury or other federal agencies relating to the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the undersigned date.

COUNTY

By: [Signature] Date: 4/5/2021

Name: Frank White, Jr.
Title: County Executive

Approved as to Form:

[Signature]
Bryan Coyinsky, County Counselor

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

Attest:

[Signature]
Mary Jo Spino, Clerk of the County Legislature

RECIPIENT

I certify under the penalties of perjury set forth in Section 575.040, RSMo., that I have read the above Agreement and my statements contained herein are true and correct to the best of my knowledge.

By: Lynn Rose Date: 3/31/2021

Name: Lynn Rose

Title: Senior Vice President

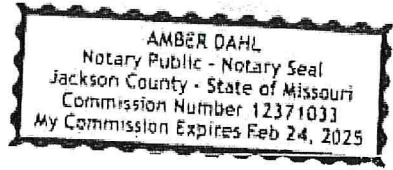
Address: 404 N Noland Road
Independence, MO 64050

Subscribed and sworn to before me this 31 day of March, 2021.

[Signature]

Notary Public


My Commission Expires: 02/24/2025



REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$11,550,205.00 which is hereby authorized.

4-1-2021
Date


Director of Finance and Purchasing
Account No. 010-1030-56789
Community Services League O.5493
CT103021001

Jackson County Implementation of U.S. Department of Treasury Emergency Rental Assistance Program (ERAP)

The U.S. Department of Treasury has allocated \$11,505,250 to Jackson County "to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic." Community Services League, with offices in Blue Springs, Grain Valley, Independence, and Oak Grove, in regional coordination with United Way of Greater Kansas City, proposes to oversee the ERAP in Jackson County.

Background Information About the ERAP

From the Department of Treasury (<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>)

Eligibility

An "eligible household" is defined as a renter household in which at least one or more individuals meets the following criteria:

- 1) Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
- 2) Demonstrates a risk of experiencing homelessness or housing instability; and
- 3) Has a household income at or below 80 percent of the area median.

Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.

Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median are to be prioritized for assistance.

Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.

Available Assistance

Eligible households may receive up to 12 months of assistance, plus an additional 3 months if the grantee determines the extra months are needed to ensure housing stability and grantee funds are available. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for future rent payments. Once a household's rental arrears are reduced, grantees may only commit to providing future assistance for up to three months at a time. Households may reapply for additional assistance at the end of the three-month period if needed and the overall time limit for assistance is not exceeded.

Application Process

An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. Households and landlords must apply through programs established

by grantees. In general, funds will be paid directly to landlords and utility service providers. If a landlord does not wish to participate, funds may be paid directly to the eligible household. Households and landlords should not submit applications for assistance to Treasury.

Jackson County Implementation

United Way of Greater Kansas City will serve as a regional convener of rental assistance recipients, will serve as a bi-state, multi-jurisdictional advocate for our area, and will coordinate data activity to ensure equitable access to assistance funds and ensure no duplicative assistance. United Way will help message the regional impact of these funds. United Way will provide:

- Technical assistance in the development of application forms, work flow, policies and procedures, partner agreements and reporting;
- Ongoing convening of the nonprofit partners involved in the distribution of ERAP funds;
- Information, referral and pre-screening of applicant through United Way 211;
- Assistance with program monitoring to ensure that funds are distributed within the timeline prescribed by the Treasury Department.

In Jackson County, Community Services League will:

- Serve as subgrantee to the County and work with United Way and a group of Jackson County nonprofits to implement ERAP in the municipalities of Jackson County outside of Kansas City (as well as unincorporated Jackson County);
- Deploy a multi-agency team of caseworkers responsible for application review and approval of requests for rent and utility assistance;
- Manage administration of a centralized application portal that will provide both a method for seeing assistance and a vehicle for meeting the substantial documentation burden set forth by the federal government;
- Develop and implement a system for compliance review and conduct ongoing compliance review of applications as they are processed;

CSL will sub-contract (pending acceptance) with social service providers in Lee's Summit, Raytown, Grandview, and Sugar Creek to connect the funds to end users. CSL reserves the right to change this list of providers based on provider performance, and our region's success or challenges in connecting households to assistance. Memoranda of Agreement will be written with this flexibility in mind.

The primary job of the sub-contractors is to process the applications and ensure compliance with all paperwork, verify unemployment status, verify household income, and to provide case management services. The sub-contractor should provide information about: additional family stability resources, connection to mainstream or pandemic benefit programs, information about job training resources, and/or financial coaching.

There will be two websites for information and application – www.jacksoncountverap.org (English) and www.jacksoncountverap.org/espanol (Spanish).

Applications

CSL will utilize its applicant portal (powered by Zoho Forms and Zoho Desk) to solicit applications. There will be one application used for all of Jackson County (including KCMO). A few details about applications:

- The standard, web-based application will be in both English and Spanish
- Paper copies of the application will be made available, but if a paper application is made, it will be transcribed by a Case Manager into Zoho.
- Those not able to access the internet, or needing other special assistance, will be encouraged to come in person to a participating agency and will be provided a computer or tablet to fill out the application and, as needed, receive assistance from a caseworker.
- A telephone application option will also be implemented, in which an applicant speaks to an application navigator over the phone to get an application submitted.
- Applicants must furnish documentation to support the requirements outlined by the Department of Treasury. This includes, but isn't limited to, an invoice from the landlord detailing the delinquent charges, a W-9 from the landlord, documentation proving unemployment, or documentation detailing all earned and unearned income for workers in the household.

Work Flow

As stated above, "Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median are to be prioritized for assistance." It will be the priority of this effort in Jackson County to help those who meet the above criteria.

CSL and its partner agencies will broadly solicit applications beginning March 29, 2021, through the ERAP website. A multitude of strategies will be used, including social media, printed ads, outreach to media outlets, etc. to promote the applications. Processing of applications will begin on April 1, 2021. CSL will not "route" applications to providers until April 5, 2021, at 9:00 a.m. At that time, providers will work through their applications, giving priority to applicants that meet the priority criteria above. Only after meeting all priority applications may an agency move to other applicants that meet the criteria.

CSL staff will monitor and review every application received in Jackson County. CSL will route the application to the most appropriate service provider, based on agreed-upon criteria. The majority of applications will be routed based on the zip code of the applicant, but some may be routed based on existing volume sent to a service provider, primary language, and/or other special accommodations needed (i.e. domestic violence victim). Each partner agency will declare a primary contact, who will be the official liaison with CSL and its Zoho database.

Payments

For the purpose of equitable distribution, it shall be the initial working policy of CSL and United Way of Greater Kansas City, in Jackson County, to pay all rental and utility arrears going back as far as April 1, 2020. For rental payments, the Jackson County ERAP will also pay the current month's rent and the upcoming month two months for all qualifying applicants, as allowed by law.

Payments will only be made directly to the landlord and/or utility company. The law allows payments to be made to individuals if a landlord won't accept payment. In the rare case that happens, CSL will have authority to make the decision to make payment to a household. All reasonable efforts will be made to engage the landlord.

As part of this effort, all landlords and utility companies will be asked to agree to waive all late fees and penalties, in order to stretch the fund dollars as far as possible. If a landlord/utility provider refuses to do so, CSL has the authority to allow payment of late fees and penalties.

Households facing imminent eviction will receive assistance under the program in an expedited fashion as needed. For example, a household with an eviction judgment

This program will not:

- Pay delinquent rent that is in collection without a clear agreement, documented in writing, that payment of rental debt to a landlord will result in a satisfied judgment in the view of the Circuit Court
- Pay mortgage payments
- Pay rent from one spouse to another, pay rent from a child to a parent, or pay rent from one joint owner of a house to the other joint owner of a house, unless a lease can be produced. For example, a non-married couple that jointly own a house can't claim that one partner owes "rent" to the other without a lease.

Federal Priority Populations

The federal legislation that authorized the ERAP stipulates that state and local programs prioritize service to two groups: those who have household income at or below 50% of Area Median Income and those who have been unemployed 90 days or longer.

CSL and UWGKC will develop protocols for prioritizing these two populations and implement that protocol across the partner nonprofits. Under considerations for the prioritization protocols include:

- 1.) Conducting the review of applications from these two groups at a faster pace than applications from households outside them. For example, we could route applications to caseworkers from priority applicants on a daily basis, but route other applicants on an every-other-day or weekly basis, resulting in a process that enables priority applicants to have their applications at a slightly faster rate.
- 2.) Providing a higher level of financial assistance to these two groups than applications from households outside them. For example, the federal legislation allows for (but does not require) prepayment of rent for up to three months at a time, in addition to covering rental arrears. We may provide three months of assistance for these priority populations but refrain from paying forward any months for other applicants, or only pay forward one month.

As we finalize details around the method to be used to prioritize these two populations, we will share with County leadership.

Jurisdiction

For all intents and purposes, the funds outlined in this document can support residents of the following Jackson County jurisdictions:

Blue Springs
Blue Summit (unincorporated Jackson County)
Buckner
Grain Valley
Grandview
Greenwood (only the portion located in Jackson County - north of SW County Line Rd/Spruce Dr)
Independence
Kansas City (to the extent Kansas City residents are included within the eviction judgments entered prior to February 23, 2021, and as identified in Ordinance #5493)
Lake Lotawana
Lake Tapawingo
Lee's Summit (only the portion located in Jackson County - north of SW County Line Rd/155th St)
Levasy
Lone Jack
Oak Grove
Pleasant Hill (only the portion located in Jackson County - north of E County Line Rd/155th St)
Raytown
Sibley
Sugar Creek
Unincorporated Jackson County

CSL, its partner organizations, and United Way of Greater Kansas City will consult with the County on questions of residency. The County will appoint one contact person to help discern addresses in question (namely the Blue Summit area, south Lee's Summit, south Greenwood, south Pleasant Hill, the Raytown area, and areas of the County that border Lafayette County and Cass County).

Policies and Protocols to Ensure Compliant and Consistent Implementation

United Way and Community Services League are working on additional program components that will be put in place before the program launches, including:

Appeals policy – a formal means by which an applicant household can appeal a denial of a request for assistance.

Privacy policy – a policy for the protection of the privacy of applicants and the handling of personally identifiable information

Duplication of Benefit – a written protocol for use by partners processing applications to ensure—prior to final approval—that the applicant has not already received assistance from another government assistance program for the same need (i.e., ensuring that the same month's bill isn't being paid by this program and another program)

Strategy for over-the-phone applications – a clearly defined method for an applicant to submit a request, with assistance by a caseworker, over the phone, and alternative plans for submitting supporting documentation (e.g. drop-off of documents vs. being uploaded via the online platform)

Strategy for in-person applications - a clearly defined method for an applicant to submit a request, with assistance by a caseworker, in person.

Proposed Budget

Total funding: \$11,550,205

Amount eligible for housing stability services and administrative expenses (up to 10%): \$1,155,020

(Per Budget Committee Amendment) Amount to be spent immediately on cases in judgment in the 16th Circuit Court: \$387,947.

Hope House is receiving a special allocation of \$250,000 to assist with victims of domestic violence in Jackson County.

Amount to be spent on rent/utility payments throughout Eastern Jackson County: \$9,757,238.

Housing Stability Services and Administrative Expenses

While not binding, CSL and UWGKC expect to allocate the following dollars for Housing Stability Services and Administrative Expenses:

UW Coordination Fee & 2-1-1	\$250,000
Help Desk - CSL	\$75,000
Accounting - CSL & UWGKC	\$150,000
Grandview	\$45,000
Lee's Summit	\$45,000
Raytown	\$45,000
Other providers	\$45,000
Domestic Violence	\$25,000
Advertising	\$25,000
Computers and cell phones	\$25,000
CSL ERAP Case Managers	\$400,000
Additional Expenses	\$25,020
Total:	\$1,155,020

CSL and UWGKC expect all partners to need to hire additional case management and administrative staff to oversee such a large volume of work. While we propose no "per capita" distribution, we will aim to achieve some equal distribution of the dollars. Based on population and level of need (level of need calculations shown below), we anticipate the following approximate monetary distribution:

We are rolling Lake Tapawingo into Blue Springs, Lake Lotawana Lone Jack, and Greenwood into Lee's Summit, unincorporated Jackson County into Independence, Buckner, Oak Grove, and Lee's Summit.

From www.census.gov, here is a listing of the poverty level of each community (% based on total population of 360,246):

City	Population*	% of EIC Pop	Poverty Rate*
Blue Springs	55,829	15.75%	7.2%
Buckner	3,045	0.86%	23.5%
Grain Valley	14,526	4.10%	4.9%
Grandview	24,445	6.90%	14.6%
Independence	116,672	32.92%	15.1%
Lee's Summit	99,357	28.03%	4.6%
Oak Grove	8,258	2.33%	10.5%
Raytown	28,991	8.18%	12.0%
Sugar Creek	3,290	0.93%	18.5%
Total	354,413	100.00%	

From www.census.gov, here is a listing of the median household income in each community, the percentage of homeowners, and the percentage of renters:

City	Median Household Income*	% renters*	% homeowners*
Blue Springs	\$75,767	28.7%	71.3%
Buckner	\$54,291		
Grain Valley	\$73,698	35.4%	64.6%
Grandview	\$47,103	50.8%	49.2%
Independence	\$50,592	39.3%	60.7%
Lee's Summit	\$89,969	22.8%	77.2%
Oak Grove	\$64,398	34.0%	66.0%
Raytown	\$52,662	38.1%	61.9%
Sugar Creek	\$53,475		

Using the above data and seeing a correlation with high percentages of renters and high percentages of poverty, the following communities are projected to receive an amount of money equal to 120% of their per capita funding levels: Buckner, Grandview, Independence, Raytown, Sugar Creek. The following communities are projected to receive an amount of money equal to 95% of their per capita funding

level: Blue Springs, and Oak Grove. Based on having lower rates of poverty and lower percentages of renters, these communities would receive approximately 75% of their per capita allocation: Grain Valley, and Lee's Summit.

City	Population*	Amount of Assistance
Blue Springs	55,829	\$1,445,164
Buckner	3,045	\$99,677
Grain Valley	14,526	\$297,001
Grandview	24,445	\$799,730
Independence	116,672	\$3,815,524
Lee's Summit	99,357	\$2,030,474
Oak Grove	8,258	\$213,793
Raytown	28,991	\$948,086
Sugar Creek	3,290	\$107,790
Total	354,413	\$9,757,238

CSL will have the ability to reallocate dollars from one city to another if demand for rental assistance support is insufficient in certain areas and stronger in other areas. CSL can reallocate dollars from eviction judgments and domestic violence to general rental assistance with the approval of County administration.