

RGR
6/29/10

R. 17217

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 **United Inner City Services**, 1101 Euclid Avenue, Kansas City, MO 64127, a Missouri not-for-profit corporation, 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

JUN 16 2010

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 Expenses and Budget Narrative, attached hereto as Exhibit No. 1.

2. **PAYMENT**. **The County** shall pay to **Contractor** a total amount not to exceed \$18,500.00 for the purpose of providing assistance to homeless persons in Jackson County, Missouri. One quarter of this sum, or \$4,625.00, shall be paid to **Contractor** on a quarterly basis for the periods ending March 31, 2010, June 30, 2010, September 30, 2010, and December 31, 2010, provided that **Contractor** has submitted to **the County** the report(s) required under Paragraph 4 and Paragraph 6 hereof. The first payment will be issued within 30 days after the contract has been executed by all necessary parties.

3. **EXECUTION**. **Contractor** shall execute all necessary contract documents by June 30, 2010.

4. **REPORTS/OTHER DOCUMENTATION**. Under this Agreement, **Contractor** shall submit appropriate reports, including copies of invoices and cancelled checks 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**.

5. **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.

6. **SUBMISSION OF DOCUMENTS**. No payment shall be made under this Agreement unless **Contractor** shall have submitted to the County's Budget Director: (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 Budget Director 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**.

7. **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**.

8. **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 (10) days written notice, setting forth the default. If said default shall continue and not be corrected by **Contractor** within ten (10) 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.

9. **TERM**. The term of this Agreement shall commence January 1, 2010, and shall continue until December 31, 2010.

10. **LIABILITY**. No party to this Agreement shall assume any liability for the acts of the other party, its officers, agents or employees.

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. **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.

13. **TERMINATION**. Except as provided in Paragraphs 8 and 18 hereof, this Agreement may be terminated by either of the parties upon thirty (30) days written notice to the other party.

14. **SURPLUS FUNDS**. Any surplus funds not spent at the end of this Agreement term shall be returned to **the County** by the fifteenth (15th) 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. **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**.

20. **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.

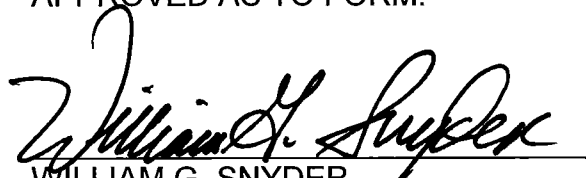
21. **COMPLIANCE WITH RFP.** At all times in connection with the performance of its services hereunder, **Contractor** agrees to comply with and abide by the General Conditions, Specifications and Guidelines contained in **the County's** RFP No. 6-10. Failure to comply with the terms of the RFP shall 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. 6-10, the provision of this Agreement shall govern.

22. **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.


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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 16th day of June, 2010.

APPROVED AS TO FORM:


WILLIAM G. SNYDER
Acting County Counselor

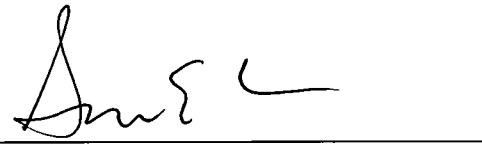
JACKSON COUNTY, MISSOURI

By 
MICHAEL D. SANDERS
County Executive

ATTEST:


MARY JO SPINO
Clerk of the Legislature

UNITED INNER CITY SERVICES

By 
Title Exec Director

Federal Tax I.D. 44-0646347

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 \$18,500.00, which is hereby authorized.

June 10, 2010
Date

[Signature]
Director of Finance and Purchasing
Account# 043-7001-56789
70012010008

EXPENSE AND BUDGET NARRATIVE

United Inner City Services
(Name of Agency)

Contractor shall provide the following assistance to homeless persons for a total of \$18,500.00.

Partial salary for one (1) Case Manager

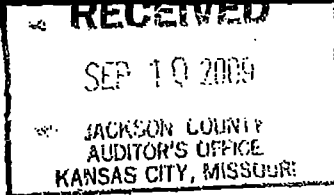
TOTAL CONTRACT SERVICES: \$18,500.00



OUTSIDE AGENCY FUNDING REQUEST FORM 2010 BUDGET

415 E 12th Street, 2nd Floor
Kansas City, MO 64108

Email: auditor@jacksongov.org



Section A: Organization or Agency Information	page 1
Section B: Agency's 2009 and 2010 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8

Section A: Organization or Agency Information

Name:	United Inner City Services, Inc.		
Address:	2008 East 12th Street, Kansas City, MO 64127		
Phone No:	816.842.5454	Fax:	816.421.5072
Website Address:	n/a		
Federal Tax ID No:	440646347	Fiscal Year Cycle:	January - December
Name and Title of Contact Person:	Rev. Samuel Mann		
Phone No:	816.842.5454	Email Address:	revmann@aol.com
Submittal of this request has been authorized by:	UICS Board of Directors		

Summary of Jackson County Funding Request by Program		
	Program Name <i>(please prioritize with number 1 being most important)</i>	Amount
1.	Childrcare	\$ 193,700
2.		
3.		
Total Jackson County Funding Request for All Programs		\$ 193,700

Section B: Agency's 2009 and 2010 Revenue Information

Agency's 2010 Revenue Information			
Funding Entity	Agency's 2010 Total Projected Revenue Source You Will Request 2010 Funding From	Projected Amount	% of Total Revenue
Federal	Head Start, Appropriation, CAAFP	\$ 500,773	32
State	Division of Family Services, State Grant	\$ 125,000	8
Jackson County	Outside Agency Funding	\$ 193,700	12
Other Counties		\$ -	0
City	CDBG	\$ 87,878	6
Charity/Donations	Foundations, Businesses, Individuals, United Way	\$ 546,000	35
Fundraisers		\$ -	0
Other	Program Fees, Food Services Fees	\$ 128,000	8
2010 Total Projected Revenue		\$ 1,581,351	

Agency's 2009 Revenue Information			
Funding Entity	Agency's 2009 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Head Start, Appropriation, CAAFP	\$ 630,000	38
State	Division of Family Services	\$ 108,000	7
Jackson County	Outside Agency Funding	\$ 201,180	12
Other Counties		\$ -	0
City	CDBG	\$ 80,000	5
Charity/Donations	Foundations, Businesses, Individuals, United Way	\$ 440,000	27
Fundraisers		\$ -	0
Other (please list)	Program Fees	\$ 195,000	12
2009 Total Revenue		\$ 1,654,180	

If your agency received funding from Jackson County in 2009, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 201,180	
			<i>184,315 CW</i>	
2009 Total Jackson County Funding			\$ 201,180	

Section C: Individual Program Budget

Complete a separate program budget for each program your agency is applying for funding. Program Name, Priority, and Total Program Request Amount from this sheet must match information entered under Page 1, Section A.

Agency Name: United Inner City Services

Program Name: Childcare **Priority:** 1

Personal Services					
For each salary request below please attach a job description or duties.					
Position	No. of Hours		FTE	Rate	Annual Hours x Rate
	Per Week	or Annually			
Bobbye Fuller Co-Director of Childcare		2080	1.00		\$ 40,000
Dorice Ramsey Co-Director of Childcare		2080	1.00		\$ 48,500
Vicki Lockett Family Advocate		2080	1.00		\$ 33,200
Kevin Jones		2080	1.00		\$ 39,000
			-		\$ -
			-		\$ -
Total Salaries					\$ 160,700
Total Benefits					\$ 20,500
Total Personal Services					\$ 181,200
Contractual Services					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Contractual Services					\$ -
Supplies					
					\$ -
Classroom art supplies					\$ 12,500
					\$ -
					\$ -
					\$ -
					\$ -
Total Supplies					\$ 12,500

Total Program Request \$ 193,700

Job Responsibilities

Bobbye Fuller – Co-Director of Program Services

Responsibilities:

- In cooperation with the Education Coordinator, supervises all classroom teachers and aides.
- Supervises the implementation of all aspects of the Licensing, CACFP, Head Start and the Early Childhood program. Ensures that daily classroom activities are operating in accordance with all of the agencies rules and regulations.
- Recruits and selects staff to implement the program, and provides on going supervision with the Education Coordinator.
- Is responsible, in conjunction with the Education Coordinator for the training for all staff development and volunteers.
- Works with the Education Coordinator, Deputy Director and accountant on the center's budget.

Dorice Ramsey – Co-Director of Curriculum

Responsibilities:

- Develops and administers programming reporting and assessments systems to assist the center in meeting performance standards.
- Implements High/Scope curriculum and Head Start Education Plan
- Plans and implements educational training for staff and work with Family Advocate to include parents in some Head Start training.

- Evaluates teachers and assistants to ensure that DAP are being achieved.
- Observes classroom activities, provide feedback, determine training needs for staff.
- Serves as liaison and works with community agencies.
- Develops equipment and material purchasing plan

Vicki Lockett - Family Advocate

Responsibilities:

- (Enrollment)
- Recruit families into the program
- Complete enrollment applications
- Complete family needs assessment and goals at the time of application and develop an action plan or referrals if necessary
- Maintain a waiting list for participants
- Explain program services and procedures
- (Health)
- Schedule health screenings with community partners
- Track health needs to ensure they are done in a timely manner
- Follow up on health referrals
- (Data Entry)
- Enter Daily Attendance
- Enter all health information
- Enter all data from enrollment application
- (Parent Involvement)
- Schedule parent involvement activities

- Make and maintain community resources
- Respond to parent complaints and suggestions
- Establish a parent committee at Center level
- (Clerical)
- Update applications for re-enrollees each program year
- Keep children's files updated
- Prepare payment invoices for parents
- Prepare a monthly newsletter
- Prepare reports for attendance, PIR, and in-kind
- (Miscellaneous)
- Make and return phones calls
- Attend trainings and meetings
- Contact Caseworkers (as needed)

Kevin Jones – Executive Assistant

Responsibilities:

- Provided full administrative and organizational support to Executive Director primarily.
- Provided support to Deputy Director, Leadership Team members as needed.
- Organize and maintain filing system for Executive Director and Board of Directors.
- Take minutes, prepare necessary documentation and coordinate email notifications and/or communications for Board of Director meetings, prepare presentations and implement special projects.
- Set-up and arrange all teleconference meetings for Executive Committee and Board of Directors.

- Provide technical assistance and general trouble-shooting for Child Care Center computers.
- Serve on the Leadership Team and attend and assistance in all staff meetings.
- Maintain confidentiality of all personnel information.
- Coordinate all add, moves and changes in phone systems. Make recommendations as necessary.
- Supervise the Administrative Assistant to the Child Care Center.
- Provide support to Executive Director and grant writer in gathering and updating necessary information for current and/or new grants available to the organization.
- Administrate the Emergency Assistance Program for the organization. Screen callers; provide information and set-up appointments for qualified applicants to apply for assistance. Process applications according to the program requirements, create disbursements to vendors, landlords etc. Process and update all applicants in the MAACLink system.

Section D: Program Information

*Complete each section for each program your agency is applying for funding.
All Program 1 information should be entered in the left column, all Program 2 information in the middle column,
and all Program 3 information in the right column.*

Program 1 Name	Program 2 Name	Program 3 Name
<p style="text-align: center;">Childcare</p> <p>UICS education will promote school readiness by providing children with a quality-learning environment that enhances their intellectual, social, physical, and emotional development. Integrated computer software provides printed monthly reports on all enrolled children including information on developmental screenings, health and safety, mental health, and nutrition. In addition, developed and written by a team of early childhood educators from UMKC, local early childhood specialists, and St. Mark staff, the Connecting with Children© curriculum combines the goals of Head Start and the High/Scope educational approach with the infusion of historical and cultural arts learning. The curriculum introduces children to the arts while promoting intellectual growth as well as healthy social and emotional development.</p>	<p style="text-align: center;">Proposed Program Default functions to be performed by each program</p>	

Participants	
Identify the number of participants by County that each program serves	
Jackson	225
Clay/Platte	
Cass	
Other	
Missouri	
Kansas	
Target Population	
Describe target population and demographics to be served by each program	
<p>UICS annually serves approximately 225 very low and low-income families through its early child education program, before and after school program, and summer camp. Nearly 100% of the children are African American, with many living in single parent households in one of Kansas city, Missouri's poorest neighborhoods. There are no other Head Start affiliated, early childhood development providers with regularly scheduled hours and consistent services in the area.</p>	

Service Delivery Area

Identify your specific geographic service delivery for each program

UICS serves metropolitan Kansas City, MO specifically Wayne Miner, Theron B. Watkins, Parker Square, and Olive Park Housing Development.

Fund Separation

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

UICS only serves Jackson County residents.

Approach & Method	
List the top three (3) objectives for each program	
1. The children at UICS will be ready to enter kindergarten	
2. The children will have their health and nutrition needs met.	
3. The children will receive an arts and culture based education.	
Detail specific methods you will use to achieve these objectives	
UICS will provide kindergarten readiness screenings and follow-up, health and nutrition screenings and follow-up, and will incorporate the arts throughout its curriculum, including summer camp.	

Describe how the success of each program will be evaluated.
Indicate performance measures or statistics you will use to demonstrate the success of each program.

The success of this program will be evaluated by pre- and post- tests. 100% of the children will be ready to enter kindergarten. 100% of the children will have their health and nutrition needs met. 100% of the children will receive an arts and culture based education, including summer camp.

Notification

How will your organization make clients, the taxpayers, and the media aware of the generous funding received from Jackson County? (Please attach any examples).

UICS will make clients, the taxpayers, and the media aware of generous funding received from Jackson County through advertisements and publications.