

COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and between Jackson County, Missouri, hereinafter called "County", and Connections to Success, Inc., 3120 Troost Avenue, Kansas City, Mo 64109, hereinafter called "Organization."

WITNESSETH:

WHEREAS, the County and Organization desire to enter into a Cooperative Agreement, wherein the County will pay \$55,000.00 to the Organization for the Constructing Futures III Project; and,

WHEREAS, the Constructing Futures Project is a unique public-private partnership designed to provide a structured pathway to allow drug offenders and unskilled individuals living in poverty to learn the construction trade by rehabilitating a house that can then be occupied by a family struggling with homelessness; and,

WHEREAS, this project is a collaboration between the Jackson County Housing Resources Commission and the COMBAT Administration; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support this association in this manner;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant and agree with each other as follows:

1. **Services To Be Provided.** Organization shall serve as the manager of the Constructing Futures III Project, which will allow recovering drug offenders and/or formerly

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incarcerated and/or unskilled and underemployed individuals to learn the construction trade by rehabilitating a house that can then be occupied by a family who has recently struggled with homelessness, as is more fully set out in the proposal attached hereto as Exhibit A.

2. **Terms of Payment.** The County agrees to pay Organization a total amount not to exceed \$55,000.00. The County agrees to pay Organization \$33,000.00 upon execution of this Agreement. The remaining funds shall be advanced upon receipt of Organization's estimated expenditures, and shall be reconciled based upon invoices and documentation submitted satisfactorily evidencing Organization's expenditure of the advanced funds, in accordance with the drawdown schedule, attached hereto and incorporated by reference as Exhibit B. County shall hold back 3%, or \$1,650.00, of the contract amount until completion of the project and receipt of the final report.

3. **Reports.** Organization shall submit a final report, including 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 Director of Finance and Purchasing to show that the initial funds paid by the County were used for the purpose set forth in this Agreement. Said report shall be submitted to the Director of Finance and Purchasing, 415 East 12th Street, Kansas City, Missouri 64106 no later than March 31, 2012.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to this Agreement.

5. **Default.** If Organization shall default in the performance of any term of this

Agreement, the County shall give Organization written notice setting forth the default and the corrective action required. If said default shall continue by Organization and not be corrected within 10 days of the receipt of said notice, the County may, at its election, terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's rights to seek legal redress.

6. **Indemnification**. Organization 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) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

7. **Insurance**. Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

8. **Conflict of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall be, in any manner whatsoever, interested in or receive any benefit from the profits or emoluments of this contract.

9. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons 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.

10. **Term.** This Agreement shall be effective upon execution, and shall terminate on March 31, 2012, unless sooner terminated pursuant to the provisions of this Agreement.

11. **Termination.** This Agreement may be terminated by either party by mailing a notice of termination to the other party at least thirty (30) days before the termination becomes effective.

12. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 29th day of DECEMBER, 2011.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: [Signature]
W/ Stephen Nixon
County Counselor

By: [Signature]
Michael D. Sanders
County Executive

ATTEST:

CONNECTIONS TO SUCCESS, INC.

By: [Signature]
Mary Jo Spino
Clerk of the Legislature

By: [Signature]
Title: Co-EXEC. DIRECTOR
Federal I.D. # 43-1859283

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 \$55,000.00 which is hereby authorized.

12/29/11
Date

[Signature]
Director of Finance and Purchasing
Account Nos. 008-4401-56080 - \$20,000.00
043-7001-56789 - \$35,000.00

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Constructing Futures III
A Collaboration between Jackson County
&
Connections to Success
Revised – November 14, 2011

Need for Project

Jackson County, Missouri faces a growing number of unemployed and/or unskilled citizens each year. Many are without jobs, job skills or a plan to attain either. This inability to become employed can create additional problems with housing, drug dependency, criminal behavior, etc. The social and economic cost to Jackson County resulting from this circumstance is overwhelming.

Much study has occurred regarding the relationship between employment and crime. It is widely believed that higher employment results in reduced crime. Many citizens experience employment challenges due to the lack of necessary skills for today's jobs. They are unable to achieve economic stability due to limited education, minimal skills and a lack of traditional work-related ethics and behavioral norms. Limited incomes, joblessness, crowded housing, diminishing resources and being academically unprepared contribute to the dysfunction of many neighborhoods throughout Jackson County.

Another challenging problem facing many citizens and particularly low-income families is suitable housing. A growing number of Jackson County citizens are dealing with homelessness. Shelters and other transitional living centers continue to be overcrowded with many having long waiting lists for admission.

The above circumstances have led to the creation of and ongoing need for a program like "Constructing Futures". This unique program will offer hands-on training in basic home remodeling, followed by fulltime employment placement. The project will provide wage-paying transitional employment followed by unsubsidized private sector employment offering career potential. In addition, the homes to be renovated by this project will serve as permanent housing to selected families as well as transitional housing to others. The Constructing Futures program model is designed to be replicated over and over as more abandoned properties can be secured together with necessary funding.

Project Partners

Constructing Futures is a unique public-private partnership designed to provide a structured pathway for unemployed and/or unskilled citizens to enter the construction industry, along with providing permanent housing to those in need. This project centers on a coalition of partners representing business, non-profit service providers and Jackson County (Housing Resource Commission & COMBAT).

Connections to Success is a non-profit organization providing services to unemployed and/or unskilled citizens throughout the Jackson County community. Services include skills training, employment, career & professional development, housing, transportation, substance abuse counseling, mentoring and other related assistance.

Project Objectives

The primary objectives of this project are as follows:

1. Enhance the employability of unemployed and/or unskilled citizens residing in Jackson County, Missouri. This will be accomplished by providing selected participants with:
 - Marketable vocational skills in basic home remodeling.
 - Viable source of income while developing vocational skills.
 - Resource management and mentoring to achieve their goals.
 - Means to develop pride in their accomplishments and in their community.
2. Improve the environment of a Jackson County, Missouri neighborhood.

This will be accomplished by:

- Rehabbing a single family home located at 1506 South McCoy in Independence (Jackson County), Missouri.
- Make the rehabbed home available as permanent housing for a family struggling with homelessness.

Project Design

The primary partners in this project are:

- Jackson County, Mo Office of the County Executive
- Jackson County Housing Resource Commission
- Jackson County COMBAT
- Connections to Success

The project will leverage existing community resources currently serving unemployed and/or unskilled citizens of Jackson County implemented by Connections to Success. Each participant will be enrolled in a currently available project funded through Connections to Success. Such funding will assist in providing workforce readiness training, job placement, resource management and other assistance needed for the participant to achieve his/her goals. Additionally, in-kind donations will be sought from local businesses and will be included in the project.

“Constructing Futures” will be implemented in three (3) phases as follows:

Phase 1 - Introduction and orientation meetings will be held by Connections to Success and to describe the project and seek those interested in participating. This population may include former offenders convicted of a felony and recently released to the Jackson County community. Based on assessment results, participants will be selected to attend a one (1) week Personal and Professional Development workshop administered by Connections to Success. Emphasis of the

curriculum is on the strengths, abilities and skills identified by each participant. On each day of training, participants are led through a career development model that has been successfully used by diverse populations. Asset building begins the process of career development by helping participants identify strengths, likes and interests that can be developed into employment opportunities.

Phase 2 - Those who have successfully completed the Personal and Professional Development workshop and desire to enroll in the “Constructing Futures” project will enter Phase 2. It is planned that the primary participants will be chosen along with alternates. Phase 2 consists of a brief orientation to the project. Activities include project overview, site visit, safety instructions, performance expectations, etc. Each participant will be required to sign a “Participation Agreement” outlining expectations and commitments for continued participation. All agreements will be signed by participants and representatives of Connections to Success.

Phase 3 – This approximately six (6) week phase involves on-the-job training at the selected work site. Activities necessary to rehab the selected home offer opportunities to learn basic skills in the following areas:

- Demolition work
- Carpentry (installing cabinets, trim, taking measurements, etc.)
- Minor Plumbing (changing out fixtures, faucets, shower heads, etc.)
- Minor Electrical (installing outlets, switches, light fixtures, etc.)
- Interior Painting
- Hanging, mudding, taping and sanding drywall
- Flooring and tile installation
- Exterior siding installation and repair
- Running duct work
- Landscaping and retaining wall installation
- Other basic remodeling activities

During Phase 3, each participant will be paid an hourly wage of \$10.00. Participants will receive a weekly payroll check from the construction sub-contractor approved by Connections to Success with all applicable taxes and withholdings accounted for.

Upon completion of Phase 3, participants will receive certificates of completion from the program and be prepared for private sector employment.

Outcomes

“Constructing Futures” will produce many positive outcomes including:

1. A structured pathway for unemployed and/or unskilled citizens to enter a high growth industry.
2. Permanent housing for homeless families in need of suitable living quarters, as well as potential transitional living for other qualified adults.
3. Opportunities to transform abandoned/deteriorating properties into livable housing.
4. Reduced recidivism among local, former offenders.
5. Source of labor for growing construction opportunities in the Jackson County region.

Evaluation

1. The program will track the number and demographic make up of potential participants who apply for the program, the number and demographic make up of those that are accepted, and the number and demographic make up of those who graduate from the program.
2. The program will document the condition of the house/building including its curb appearance, before and after the successful completion of the project.
3. The program will survey participants to get their perceptions of how the program affected their re-integration back into the job market.
4. The program will document the number of graduates who are offered employment.

Structure of Agreement

Connections to Success will enter into a Cooperative Agreement with Jackson County, Missouri to complete all activities included in this proposal and receive payments according to the attached budget and payment schedule.

Constructing Futures III
Payment Drawdown Schedule

Payment #1 –	\$33,000
Payment #2 -	\$20,350

Payment #1 is due and payable upon the execution of the agreement between Connections to Success and Jackson County. An invoice for \$33,000 will be presented at the time the contract is signed. Site work cannot begin until receipt of the first payment.

As the funds from Payment #1 are nearly expended, an invoice for Payment #2 will be submitted. Accompanying invoice #2 will be an accounting of Payment #1 expenditures. It is necessary for Payment #2 to be received prior to the complete expenditure of Payment #1 funds in order to maintain project progress and continuity.

3% of the total contract amount (\$1,650.00) will be held back from Payment #2 until completion of the project. This amount will be paid upon completion of the project and upon submission of a summary of all expenditures with appropriate backup documentation substantiating the use of project funds.