

C Oates
3/21/14

Ord. 4803

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **ONE GOAL CONSULTANT**, 5108 S. McCoy, Independence, MO 64055, hereinafter called "One Goal."

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

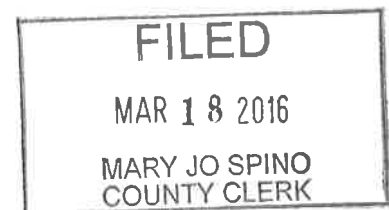
WHEREAS, the County and One Goal desire to enter into an Agreement to provide funding whereunder the County will pay \$40,000.00 to One Goal to partially fund the ex-felon helpline; and,

WHEREAS, this Cooperative Agreement is authorized by Ordinance 4803, dated November 23, 2015; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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

1. **Services**. County shall provide funding for One Goal's ex-felon helpline to assist ex-felons in Jackson County connect to resources such as clothing, mental health support, and other adjustment issues, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference.



2. **Terms of Payment.** The County agrees to pay to One Goal the total amount of \$40,000.00, with the initial payment in the amount of \$10,000.00 to be made upon execution of this Agreement. The remaining payments shall be made upon receipt of One Goal's invoice itemizing the services provided in accordance with One Goal's budget attached here as Exhibit B, and in accordance with the payment schedule below:

Payment 2: April 1, 2016 -- \$10,000.00

Payment 3: May 1, 2016 -- \$10,000.00

Payment 4: June 1, 2016 -- \$10,000.00

3. **Potential Repayment to MDOC.** Under no circumstances shall the County pay One Goal any sums that are not the proceeds of the MDOC Grant. If, pursuant to an audit or otherwise, MDOC shall ever determine that grant proceeds have been improperly expended and demand a return thereof, One Goal shall be responsible for reimbursing the County in the full amount of funds paid to One Goal that have been the subject of a return to MDOC. This reimbursement obligation on the part of One Goal shall survive the expiration of this Agreement.

4. **Reports.** Within 30 days after the payments made in accordance with section 2 under this Agreement, One Goal shall submit a report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. Pursuant to the requirements of the MDOC, One

Goal's reports shall include at a minimum:

- a. An identification number for each former offender
- b. The type of service(s) received by each former offender
- c. The amount spent on each former offender
- d. The identifiable successes of former offenders by type (i.e. employment, housing, transportation, etc.)

The report representing the period covered by the initial payment as specified in section 2, shall be submitted within 30 days after the execution of this Agreement. The final report shall include an annual report which shall summarize all of One Goal's activities pursuant to this Agreement. One Goal's failure to submit this annual report shall disqualify One Goal from future funding by the County.

5. **Submission of Documents**. No payment shall be made under this contract unless One Goal shall have submitted to the 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) a statement of the One Goal's total budget for its most recent fiscal year; and, (3) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) Any document described herein which was 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 the contract One Goal is out of compliance on any other County contract.

6. **Equal Opportunity**. One Goal agrees and assures that no person eligible

for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, One Goal agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

7. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of One Goal pertaining to its finances and operations.

8. **Default.** If One Goal shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by One Goal within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

9. **Conflict of Interest.** One Goal 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.

10. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, One Goal 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, One Goal shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

11. **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.

12. **Insurance.** One Goal agrees that it will maintain liability insurance in the amount of at least \$2 million per occurrence at its expense. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

13. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and One Goal shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 One Goal during the


performance of this Agreement.

14. **Term.** This Agreement shall be effective November 1, 2015, and shall terminate on June 30, 2016. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by One Goal as verified by the County's audit.

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

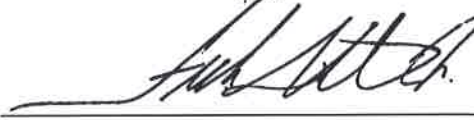
IN WITNESS WHEREOF, the parties have executed this Agreement this 18th
day of March, 2016.

APPROVED AS TO FORM:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: 

Frank White, Jr.
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

ONE GOAL CONSULTANT

By: 

Executive Director
Federal Tax ID No. 30-0426352

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 \$40,000.00 which is hereby authorized.

March 16, 2016
Date



Director of Finance and Purchasing
Account No. 010-7734-56789

PC 77342015002

EXHIBIT A

**1 Goal Consultants
5108 S. McCoy
Independence, Missouri 64055**

November 9, 2015

Dear Legislature,

1 Goal Consultants requests that Jackson County serve as this agency's administrator of funding in the amount of \$40,000 from the State of Missouri and the Missouri Department of Corrections for the State's 2015-16 budget.

The funding will be used to expand the already existing 855 ex-felon helpline which connects exfelons to resources such as employment, housing, clothing, transportation and medical needs.

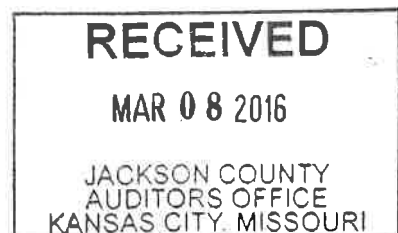
It is our goal to expand services by:

- 1) Hiring a part-time employee to do a complete follow up of clients that we have served since January 1, 2015 to determine whether the client is employed, have any housing needs or medical needs, or other needs in the services that we connect them to. In addition, this would allow our agency to update the client's contact information in our files. It is our intention to do these type of updates every 30 to 45 days.**
- 2) To pay for up to 100 exfelons in OSHA safety training. This would allow more exfelons to be prepared to work in the construction field and warehouses immediately after training and relieve the employer of the additional time and burden of getting our clients trained. We could also expand this training to include CDL licenses for those who may be interested in truck driving.**
- 3) Prison coordinator will be two part-time employees that will go into prisons and connect with individuals six months prior to release. It will be our goal to have everything in place so that when the individual is released he/she could report for their OSHA training if they are interested in the construction or warehouse industry. It would further assist this agency with the exfelon's transition out of prison into society.**
- 4) Hiring a file manager to help coordinate data from phone line workers to the follow-up coordinator to the data entry clerk.**
- 5) Hire one additional job researcher to assist in finding local employers that will hire exfelons and meeting with those employers.**
- 6) To host at least two job fairs between now and the end of the contract.**
- 7) A workshop to help with effective resume building.**

Attached you will find our proposed budget to perform this expansion.

Revised Budget For State Funding For Ex-felon Helpline

| | |
|---|--------------|
| Follow Up Coordinator | \$4,000 |
| OSHA/CDL Training | \$6,500 |
| Advertising and Marketing | \$2,000 |
| Phone Line Workers (4) | \$5,000 |
| Job Fair/Resume/Job Skill Workshop | \$1,600 |
| Website Updates and Expansion and Design | \$750 |
| Phone Line (Sprint) 6 months @ \$248.00 per month | \$1,488 |
| Financial Audit | \$1,000 |
| Program Audit | \$1,000 |
| Program Consultant | \$3,000 |
| 855 Phone Line | \$100 |
| Prison Reentry Coordinator | \$3,000 |
| Program Manager | \$4,700 |
| Job Research/Data Manager (4)..... | \$5,000 |
| Supplies, Classroom, Postage and Bank Fees | \$750 |
| Grand Total | \$40,000 |



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 **One Goal Consultants** 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, **One Goal Consultants**, 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.)

[Signature]
Authorized Representative's Signature
President / CEO
Title

Eric L. Hesson
Printed Name
3/14/16
Date

Subscribed and sworn before me this 14th day of March, 2016. I am commissioned as a notary public within the County of Jackson, State of Mo, and my commission expires on 6-5-2018.

[Signature]
Signature of Notary

3-14-16
Date