

**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as “the County” and a Missouri not-for-profit corporation, **REDEMPTORIST SOCIAL SERVICES CENTER, 207 WEST LINWOOD, KANSAS CITY, MO 64111**, hereinafter referred to as “Organization”.

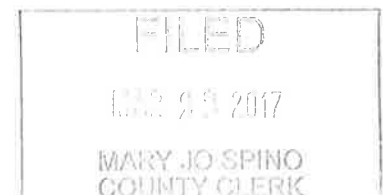
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used to provide emergency client assistance; and,

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 Organization respectively promise, covenant, and agree with each other as follows:

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. **Services**. Organization shall provide emergency client assistance, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2017, through December 31, 2017, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization’s budget, Organization shall submit a written request to the Jackson County Legislative Auditor’s no later than October 31, 2017. Any changes to the budget must be approved by the



Jackson County Legislature.

2. **Terms Of Payment**. The County agrees to pay Organization the total amount of **\$40,000.00** in quarterly installments of **\$10,000.00**, with the payment for the first quarter to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation**. Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly 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. The report for the first quarter shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract

- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's Director of Finance and Purchasing: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization'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 Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Any documents described herein which were submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion,

color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

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

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 Organization pertaining to its

finances and operations as related to County funds. Further, Organization 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 Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are

otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

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

11. **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.

12. **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) 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 Organization during the performance of this Agreement.

13. **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.

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.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, 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.

14. **Term**. The term of this Agreement shall commence January 1, 2017, and shall continue until December 31, 2017, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified

by the County's audit.

15. **Termination**. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard of Care**. Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact**. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative  
Q. Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Redemptorist Social Services Center**  
Diana Kennedy, Executive Director  
207 West Linwood  
Kansas City, MO 64111  
816-931-9942

18. **Compliance**. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code.



Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization 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.

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality.** Organization'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.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 22nd day of March, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

By Frank White, Jr.  
Frank White, Jr.  
County Executive

ATTEST:

REDEMPTORIST CENTER

Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

By [Signature]  
Title \_\_\_\_\_  
Federal Tax I.D. 26-0054325

**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 \$40,000.00, which is hereby authorized.

March 15, 2017  
Date

[Signature]  
Chief Financial Officer  
Account No. 002-7782-56789

PC 77822017001

**2017 Jackson County Outside Agency Funding Proposal  
Redemptorist Social Services Center  
Emergency Client Assistance**

**EXHIBIT A  
RES. 19371**

**Redemptorist Social Services Center**

207 West Linwood  
Kansas City, MO 64111  
(816) 931-9942  
www.kcsocialservices.org  
fedtaxid: 26-0054325

Redemptorist Social Services Center   
Emergency Client Assistance  
Feb 24, 2017  
Page 1

**Fiscal Year:** January to December

**GuideStar:**

**Mission:** The mission of Redemptorist Social Services Center is to prevent a temporary crisis from becoming a permanent tragedy. The Center's programs of assistance stabilize individuals, families and neighborhoods with long-term results benefiting the entire community. This involves:  Assuring the immediate survival of the poor and aging  Preventing individuals in our community from becoming homeless  Ministering to the physical, social and economic needs of seniors  Seeking solutions for hunger and poverty

**Executive Director**

Executive Director  
Diana Kennedy  
(816) 931-9942 x407  
diana@kcsocialservices.org

**Contact Person**

Executive Director  
Diana Kennedy  
(816) 931-9942 x407  
diana@kcsocialservices.org

**Check the Jackson County Legislative District and your At-Large District where your agency is located?**

**District 1:** Yes  
**At-large District 1:** Yes

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**2017 Jackson County Outside Agency Funding Proposal  
Redemptorist Social Services Center  
Emergency Client Assistance**

**Agency Revenue Information**

Redemptorist Social Services Center  
Emergency Client Assistance  
Feb 24, 2017  
Page 2

Funding Entity	Source Description	2016 Actual	2017 Projected
Federal	FEMA (\$14,000 pending)	\$100	\$15,000
State			
Jackson County	Outside Agency	\$40,000	\$45,000
City of Kansas City			
Charity/Donations	YTD Jan-June	\$35,660	\$108,500
Fundraisers	YTD Jan-June	\$28,500	\$106,500
Donations	grants, interest, in-kind, tenant, ATA	\$397,006	\$723,500
		\$501,266	\$998,500

**Please check if your agency has cash reserves:** Yes  
**What is the current balance?** \$389,219

**Please check all Jackson County sources your agency received funding from in 2016:**  
Outside Agency: Yes

**Please check any of the following your agency received funding or resources from in 2016:**

	Goods	Services	Cash	Amount
Harvesters				
Mid America Regional Council			Yes	\$40,000
MAAC Link		Yes		\$0
United Way			Yes	\$32,000

**2017 Jackson County Outside Agency Funding Proposal  
Redemptorist Social Services Center  
Emergency Client Assistance**

**Date Program was Initiated:** 2010

Redemptorist Social Services Center  
Emergency Client Assistance  
Feb 24, 2017  
Page 3

**What time period does this program run:** All Year

**Provide program description:** Emergency Client Assistance is a comprehensive program that meets the basic needs of individuals facing chronic poverty; the working poor; the elderly; the homebound and the homeless; the newly and long term unemployed. It provides direct assists at critical times with shelter, utility and medical expenses; food, clothing and transportation; educational and work related needs. The program goal is to provide a stabilizing force in the lives of individuals and families in crisis by giving them access to life-sustaining needs. It has multiple components in order to best respond to the ever-changing needs of the individuals and community we serve.

**Describe the benefits of this program to Jackson County Missouri:** Redemptorist Social Services Center: â€¢ The only agency providing multiple assists to 31 zip codes from a single site. Clients receive the help they need during one visit to a single agency. There is no need to take time off of work or spend money on bus fares in order to access multiple agencies for services. The Center makes a commitment to the client and to the vendor during the interview process. â€¢ The Center is the 2nd most referred agency used by United Wayâ€™s 2-1-1 emergency number for individuals in need. â€¢ We assist with 8 of the top 10 most requested needs â€¢ Utilities: The Center provides assistance year round with all utilities. Many agencies only provide seasonal utility assists. â€¢ Medical: The Center provides assistance year round including prescription medications and dental assists. â€¢ Legal: The only agency partnering with a group of attorneys who provide free legal counsel to all clients of the Center. â€¢ Senior Services: only agency providing Saturday meal delivery to the homebound, minor home repairs, free legal assistance and emergency assistance. â€¢ Food: only agency providing bi-monthly assistance that includes fresh produce and meat/poultry. This is vital with high unemployment and children not getting free meal programs when schools are closed for the summer and holidays. â€¢ Transportation: The only agency providing both one-ride bus tokens and monthly passes at greatly reduced prices. This enables low income individuals to find and/or retain employment; access medical services; attend school or grocery shop. â€¢ Health: We provide basic human dignity products that are not covered by government assistance (soap, toothpaste, hygiene products, diapers, etc.) â€¢ Employment Opportunities: The Center posts job opportunities and helps clients with applications and resumes. Computers are available for client use in searching for employment and submitting and checking on job applications.

**Describe target population to be served:** Redemptorist Center serves 31 of the 58 zip codes in metropolitan Kansas City, MO. The Centerâ€™s service area includes the top 11 zip codes with the highest rates of poverty as reported by United Wayâ€™s 2-1-1 Informational & Referral line for individuals in need. Medical assistance is available to all residents of Jackson County, MO and Wyandotte County, KS. Victims of Crime assistance is available to all residents of Jackson County. Our service area includes a large population of the elderly and the homeless, and the highest concentration of HIV positive residents and the mentally ill; 95% of our clients live below the poverty level and over 55% live on a fixed income. Their average annual income of \$3,000 to \$9,600 is immediately consumed with the basic needs of survival for themselves and their familiesâ€¦shelter, utilities and food. The programs and services offered by the Center are available to all persons in our service area regardless of race, ethnicity, age or gender, underserved or underinsured. The Center will provide emergency client assists to individuals/families in need in Clay, Platt and Cass Counties at the request of United Wayâ€™s 2-1-1 Informational & Referral line for individuals in need, Hospice, American Red Cross, etc.

**What are the qualifications for participants:** Information required for the client interview process for individuals in our service area: Utility assistance: â€¢ 2 pieces of ID for client and all household members â€¢ Proof of current or recent income (current check stub, award letter, etc.) â€¢ A final/disconnect notice in the clientâ€™s name dated in the last 30 days â€¢ Client must have made payments on the bill Shelter (rent) assistance: â€¢ 2 pieces of ID for client and all household members â€¢ Proof of current or recent income (current check stub, award letter, etc.) On the landlordâ€™s letterhead: Client name, address, amount of monthly rent; pay history for past 60 days â€¢ Past due amount & Who is responsible for utilities Medical assistance: â€¢ 2 pieces of ID for client and all household members â€¢ Proof of current or recent income (current check stub, award letter, etc.) On the providerâ€™s letterhead: Client name and address; Invoice stating services and costs Food/Clothing/Housewares: â€¢ 2 pieces of Id for client and all household members â€¢ Proof of current or recent income (current check stub, award letter, etc.) Transportation (ATA discounted tokens and monthly passes: â€¢ Photo identification; Postmarked proof of address

**Check if your services are available to anyone:**

**Do you maintain a database of participants:** Yes

**Number of participants from Jackson County:** 160

**Number of participants from Other Areas:** 0

**Total Number of participants:** 160

**Outcomes**

**Outcome 1:** Participants achieve housing stability

**How will outcome 1 be measured:** # of individuals sustaining housing for a minimum of 60 days

**Outcome 2:** Participants have usage of all needed utilities

**How will outcome 2 be measured:** # of individuals sustaining utility services for a minimum of 60 days

**Outcome 3:** Improved health with medical goods, prescription medications

**How will outcome 3 be measured:** # of individuals receiving medical assistance

**Outcome 4:** Participants find/maintain employment, attend school, etc.

**How will outcome 4 be measured:** # of individuals receiving ATA public transportation assistance

**Outcome 5:** Food pantry offers nutritional food, fresh produce, meat/poultry

**How will outcome 5 be measured:** # of individuals receiving bi-monthly/food/clothing/housewares

**Please classify your program from the following types of services:**

Food/Emergency Services: Yes

Health/Wellness: Yes

Indigent Population: Yes

Senior Services: Yes

Youth Services: Yes

**What Jackson County Legislative Districts are served by this program:**

**District 1:** Yes

**District 2:** Yes

**District 3:** Yes

**At-large District 1:** Yes

**At-large District 2:** Yes

**At-large District 3:** Yes

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**2017 Jackson County Outside Agency Funding Proposal  
Budget as Awarded  
Redemptorist Social Services Center  
Emergency Client Assistance**

**Total 2017 Program Budget:** \$40000

Redemptorist Social Services Center  
Emergency Client Assistance  
Feb 24, 2017  
Page 4

**Salaries**

Position/Title	Description	Amount of Salary Requested	Total Salary
Executive Director	Responsible for agency programs, funding, staffing	\$1,950	\$64,894
Asst. Director/Case Management	All case management and assisting	\$1,800	\$61,800
Admin. Ast.	Administers ATA program, meal delivery	\$1,000	\$23,803
Food Pantry Coordinator	Stocks, maintains and distributes food	\$450	\$6,592
<b>Total Salaries &amp; Fringe Benefits</b>		<b>\$5,200</b>	

**Contractual Services & Supplies**

Description	Amount
Client Services: shelter, utilities, medical, work/education, ATA	\$34,800
<b>Total Contractual Services &amp; Supplies</b>	<b>\$34,800</b>

Program sustainable without Jackson County Funding	<b>Yes</b>
Total Cost to Run Program WITHOUT Jackson County Funding	<b>\$828,755</b>
Cost/Participant	<b>\$281</b>
JACO Funding/Total Program Cost	<b>%</b>

**2017 Jackson County Outside Agency Funding Proposal  
Redemptorist Social Services Center  
Emergency Client Assistance**

Redemptorist Social Services Center  
Emergency Client Assistance  
Feb 24, 2017  
Page 5

**Reviewed the Non-Allowable Expenses:** Yes

**Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved:** Yes

**Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies:** Yes

**Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate:** Yes

**Missouri Secretary of State Certificate of Good Standing:** Yes

**Missouri Secretary of State Annual Registration Report:** Yes

**Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement):** Yes



**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 **Redemptorist Center**, 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, **Redemptorist Center**, 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  
*[Signature]*  
Title

*Diana Kennedy*  
Printed Name  
3/14/17  
Date

Subscribed and sworn before me this 15<sup>th</sup> day of March, 2017. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 4-29-2019.

*[Signature]* My Commission Expires Apr. 29, 2019 3-15-2017  
Signature of Notary Commission # S15038552 Date