

Res. 19046

COOPERATIVE AGREEMENT

(Teen Pregnancy Program – Guadalupe)

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, MID-AMERICA REGIONAL COUNCIL, 600 BROADWAY, SUITE 200, KANSAS CITY, MO 64105, hereinafter referred to as "MARC".

WHEREAS, the County deems it to be in the best interest of its citizenry to support services to low-income individuals and families as provided by MARC and other agencies, under subcontracts with MARC; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. <u>Services</u>. MARC shall provide a teen pregnancy program and services, and is expressly authorized to enter into a subcontract with the Guadalupe Center, to provide these services, as are more fully set out in the document attached hereto, as Exhibit A, upon such terms and conditions as MARC shall deem appropriate, provided that said subcontractor shall provide that the County's funds shall be used by the Guadalupe Center solely to provide services to low-income families of Jackson County. Guadalupe Center's signature on this Agreement indicates its acceptance of the provisions contained herein.

The budget Guadalupe Center submitted as part of Exhibit A is considered final



and non-changeable. If Guadalupe Center encounters unforeseen circumstances that require a change to its budget, Guadalupe Center shall submit a written request to the Jackson County Legislative Auditor's Office no later than October 28, 2016. Any changes to the budget must be approved by the Jackson County Legislature.

- 2. <u>Terms Of Payment</u>. Upon the execution of this Agreement, the County shall pay to MARC the lump sum of \$34,390.00 for the teen pregnancy program. 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 MARC 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, MARC's subcontracting agency, Guadalupe Center, 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 and second quarters 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 Guadalupe Center's activities pursuant to this Agreement. Guadalupe Center's failure to submit this annual report shall disqualify Guadalupe from future funding by the County.

MARC and Guadalupe must notify the County in writing on the 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
- No payment shall be made under this 4. Submission Of Documents. Agreement unless Guadalupe Center 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) Guadalupe Center's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Guadalupe Center'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 Guadalupe Center has previously received funding from the County, to be eligible for future payments, Guadalupe Center must submit either an audited financial statement for Guadalupe Center'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 Guadalupe Center is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Guadalupe Center and assessed by the County.
- 5. <u>Equal Opportunity</u>. MARC and Guadalupe Center shall maintain policies of employment as follows:

A. MARC and Guadalupe Center shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. MARC and Guadalupe Center shall take affirmative action as set forth to ensure that applicants for employment 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. MARC and Guadalupe Center agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- B. MARC and Guadalupe Center 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, MARC and Guadalupe assures that they do 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, their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, MARC shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it and Guadalupe do 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 MARC and Guadalupe Center pertaining to their finances and operations as they relate to the use of County funds. Further, MARC and Guadalupe Center agree 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. <u>Default</u>. If MARC or Guadalupe Center default in the performance or observation of any covenant, term or condition herein contained to be performed by MARC or Guadalupe Center, the County shall give MARC and Guadalupe Center ten days' written notice, setting forth the default. If said default shall continue and not be corrected by MARC and/or Guadalupe Center 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 MARC. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.
- 9. <u>Appropriation Of Funds</u>. MARC, Guadalupe, and the County recognize that the County intends to satisfy its financial obligation to MARC 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 MARC and Guadalupe 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. <u>Conflict Of Interest</u>. MARC and Guadalupe Center warrant 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. <u>Severability</u>. 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. <u>Indemnification</u>. MARC and Guadalupe 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 MARC or Guadalupe during the performance of this Agreement.
- 13. <u>Insurance</u>. MARC and Guadalupe shall maintain the following insurance coverage during the term of this Agreement.
- A. MARC and Guadalupe 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. MARC and Guadalupe 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. MARC and Guadalupe agree 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, 2016, and

shall continue until December 31, 2016, 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 MARC and Guadalupe Center as verified by the County's audit.

- 15. <u>Termination</u>. 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, MARC, or Guadalupe Center 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 MARC and Guadalupe Center to the County within ten (10) days of the termination of this Agreement.
- 16. <u>Standard Of Care</u>. MARC and Guadalupe Center 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. <u>Financial Contact.</u> Guadalupe Center 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. 12th Street, Suite 100 Kansas City, MO 64106 Guadalupe Community Centers, Inc. Diane Rojas 101 Avenida Cesar Chavez Kansas City, MO 64108 (816) 561-6885

- 18. <u>Compliance</u>. 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. MARC and Guadalupe Center 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. MARC and Guadalupe Center agree to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and MARC's and Guadalupe Center's failure to do so constitute a breach of this Agreement. In such event, MARC and Guadalupe Center consent and agree as follows:
- A. The County may, without prior notice to MARC or Guadalupe, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from MARC all payments made by the County to MARC for which MARC or Guadalupe Center have 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. <u>Transfer And Assignment</u>. MARC and Guadalupe Center shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of

the County.

- 21. <u>Organization Identity</u>. If MARC or Guadalupe Center are merged or purchased by another entity, the County reserves the right to terminate this Agreement. MARC and Guadalupe Center shall immediately notify the county in the event it is merged or purchases by any other entity.
- 22. <u>Confidentiality</u>. MARC's and Guadalupe Center'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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County at this	and MARC have executed this Agreement		
APPROVED AS TO FORM:	JACKSON COUNTY, MISSOURI		
W. Depley Non	By Sulster.		
W. Stephen Nixon / County Counselor	Frank White, Jr. County Executive		
ATTEST:	MID-AMERICA REGIONAL COUNCIL		
Mary la Spino	By Ju Molu		
Mary Jo Spino Clerk of the Legislature	Title Executive Divestor Federal Tax I.D. 43-0976432		
	GUADALUPE CENTER		
	By Cris Medina		
	Title: Executive Director		
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 \$34,390.00, which is hereby authorized.

Date

tober 19, 2016

Chief Financial Officer

Account No. 002-7902-56789

79022016006

EXHIBIT A RES. 19046



2016 OUTSIDE AGENCY FUNDING REQUEST



415 E 12th Street, 2nd Floor Kansas City, MO 64106 Email: auditor@jacksongov.org

			New Age	ency Request	닖
			Previous	sly Funded	<u>√</u>
Name:					
Guadalupe Cen	ters, Inc				
Address:	City:		State:	Zip Code:	
1015 Avenida Cesar Cha Kansas City MO 64108					
Phone No:		Website:			
(816) 421-1015	www.guadal	upecenters.org			
Federal Tax ID No		Fiscal Year:			
44-0610781	a	1/1/20)16 _{to}	12/31/201	16
Executive Director/President: Phone No. Email:					
Cris Medina	a (81	16) 421-1015	cmedina	@guadalupecente	ers.org
Principal Contact: Phone No. Email:					
Diane Rojas (815) 561-6885 drojas@guadalupecenters.or			ers.org		
-	ne following sections for yo tion C must be filled out for			•	for.
Section A:	Agency Revenue Informa	ation			
Section B:	Program Budget Reques	t			
Section C:	Program Information				
Total # of Program	s Requesting Funding For:		1		
Total Amount Requ	uested:		\$ 4	0,000	



SEP 8 2016

JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI

Funding Entity	Source Description	Actual	Projected
Federal	US Dept of Agriculture/HUD/US Dept of Health & Human Services/US Dept. of Education	\$ 1,750,120 -	\$ 1,750,120 -
State	Mo Dept of Health & Human Services/Mo Dept. of Transportation	\$ 10,626,972-	\$ 10,626,972
Jackson County	Combat Treatment/Combat Prevention/General	\$ 198,390 <u> </u>	\$ 198,390 _
City of Kansas City	Community Development Block Grant/Neighborhood and Tourism Fund	\$ 1,489,139 __	\$ 1,489,139_
Charity/Donations	Private Foundations and United Way	\$ 1,154,565 <u> </u>	\$ 1,154,565 _
Fundraisers	Blanco y Negro Gala/Cinceo De Mayo Fiesta	\$ 174,380 <u> </u>	\$ 174,380
Other	Intercompany Revenue/3rd party payment/membership dues/program fees	\$ 4,661,556 <u> </u>	\$ 4,661,556 _
		\$ 20,055,122_	\$ 20,055,122

Please check if your agency has		\checkmark		
What is the current balance?	\$ 3,660,016			
Please check all Jackson County Board of Services for Development		cy received fundir	ng from in 201	5:
COMBAT		$\overline{\mathbf{Z}}$		
Domestic Violence Board				
Housing Resources Commission	า	2 <u> </u>		
Mental Health Levy				
Outside Agency		\checkmark		
Please check any of the followin	g your agency receiv	ed funding or res	ources from ir	n 2015:
	Goods	Services	Cash	Amount
Harvesters	Κ			\$0 -
Mid America Regional Council	. H			\$ 200,777 -
MAAC Link				\$ 0 -
United Way		H		\$ 353,065
Other:		LI	<u></u>	

Section B 2016 Program Budget Request

DEC 2	9 9 2015
	e n Zuij
Programme	N COUNTY

Agency	Name:
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Program:

New Program Request (

Guadalupe Centers, Inc,

Teenage Pregnancy Program

Previously Funded



Salaries

attach job description or duties for NEW Program requests only

Position / Title	Amount	Check Box if 100% Funded by Jackson County
Case Manager	\$ 17,000	
		7 👝
		7
Fringe Benefits	\$ 2,040	

Total Salaries & Fringe Benefits

\$ 19,040

Contractual Services & Supplies

Description	Amount	Check Box if 100% Funded by Jackson County
Transportation - Mileage reimbursement	\$ 1,200	
Occupancy - support of expenses associated with program	\$ 4,571] 🗆
Specific Assistance - Emergency grant assistance	\$ 2,350] 🗆
Administration	\$ 3,429	
Education Materials	\$ 1,000	
Office Supplies	\$ 2,000] 🗆
Group Support/and Program Incentives	\$ 700	
Pregnancy Tests	\$ 100	
] 🗅
		1 🗆
		1 🗆
		1 🕳

Total Contractual Services & Supplies

\$ 15,350

Total 2016 Program Budget Request

\$ 34,390

Total Program Cost

\$ 34,390

Total cost to run your program regardless of the Jackson County funding you are requesting.

Estimate of Cost Per Particpant

\$ 172



SEP 8 2016

JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI

Agency Name:

Guadalupe Centers, Inc.

Program:

Teenage Pregnancy Program

Proposed Program

Detail functions to be performed.

Guadalupe Centers, Inc.'s (GCI's) teenage pregnancy program proposes to provide comprehensive and culturally appropriate case management and social services to pregnant teens and their families in addition to pregnancy prevention education and outreach. Case management is provided throughout pregnancy and for one year after the birth of the baby. These supportive services are essential to this young and at-risk population. Other services provided by the program include prenatal and parenting education, housing assistance, emergency assistance with food/delinquent utilities/infant needs, opportunities for vocational training, job information, and financial literacy education. The overall objective of the program is to provide services to pregnant teens that will empower them thereby reducing the potential Why is this a priority for your agency?

GCI is a provider of programming that supports youth in meeting their potential; socially, emotionally, physically, and educationally. The agency values the development of youth which is seen as important in building and maintaining healthy neighborhoods and communities. GCI has found that by making social services available, over 80% of the girls enrolled in the program choose to continue with their high school studies during pregnancy.

Check if this program is sustainable without Jackson County's funding.	
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Target Population

Describe target population and demographics to be served by each program.

Program services primarily target Hispanic teens throughout Jackson County between the ages of 13 and 21, who are pregnant or at-risk of becoming pregnant. Services are also provided to the significant other and family of the pregnant adolesct. Referrals are primarily received from area high schools including GCI's Alta Vista Charter High School, East High School, and

What criteria do you have for the participants you serve?

Program Criteria: Must be between ages of 13 and 21, low income, and reside in Jackson County.

Service Delivery Area

Identify the number of participants that this program serves. # served from Total # served **Jackson County** Other Areas 250 250 0 Identify your specific service delivery area by zip code or geographical boundary. Zip Code Geographical Boundary Three primary neighborhoods: Westside, Northeast, Eastside. Check if this is a Countywide Program 1st District 1st At-Large If not, What is the Jackson County Legislative District? Check if you keep a list of participants for this program Please classify your program from the following types of services: Community Improvement/Outreach Food/Emergency Services Health/Wellness Indigent Population **Senior Services** Youth Services Supportive services for pregnant adolescents & families Other:

Check if your services are available to anyone.





Lis	st up to 5 outcom	es related to this program.	Please check if the outcome is measurable.	
1.	Participants access soutcome for themselven	social & medical services needed to support healthy wes and their baby		
2.	Participants access phealthy pregnancy ar	prenatal education and parenting education that supports and healthy parenting.		
3.	Participants increase to avoid future unwa	e their knowledge/ decision making skills/tools needed inted and/or unplanned pregnancies	$\overline{\checkmark}$	
4.				
5.				
		Summary		
	• •	Il not be considered complete without answe sted below to complete the funding request		
Ple	ease check the b	ox acknowledging you understand your orga	anization's responsibility to the following.	
	Reviewed the Non-Allowable Expenses Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved. Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the			
	Auditor's Office with copies.			
Your organization will submit the following with the Outside Agency Proposal: Certificate of Liability Insurance valued at a minimum of \$1 million per occurance or \$2 million annual aggregate				
		iri Secretary of State Certificate of Good Sta	-	
	✓ Missou	iri Secretary of State Annual Registration Re	eport	
	gnature:	Cris Medina		
Da	ate Submitted:	09/02/2015		
		SAVE		
		PRINT		

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 Mid-America Regional Council, 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, Mid-America Regional Council, 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.)

Authorized Representative's Signature Director of Financial Affairs Title	Printed Name Date	
Subscribed and sworn before me this 3 commissioned as a notary public within the mission exp	day of <u>May</u> , 20° le County of <u>Tack Son</u> , ires on <u>March</u> 22, 20	16. I am State of
Mould D. Johnson Signature of Notary	<u> 5⋅3−/6</u> Date	



WORK AUTHORIZATION AFFIDAVIT

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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 **Guadalupe Centers, Inc.**, 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, **Guadalupe Centers Inc.**, 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.)

Authorized Representative's Signature Title	Printed Name 10/4/16 Date
Subscribed and sworn before me this _4 day of commissioned as a notary public within the Course, and my commission expires on	nty of TACKSON, State of
Signature of Notary	
NANCY WEITZEL BURRY Notary Public, Notary Seal State of Missouri Jackson County Commission # 13414121 My Commission Expires July 28, 2017	e .