

COOPERATIVE AGREEMENT
COMBAT Grant Match

(January 1, 2019, through December 31, 2019)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **RESTART, INC. 918 E. 9TH ST KANSAS CITY, MO 64106**, (a Missouri not-for-profit corporation), hereinafter referred to as "Organization."

WHEREAS, the voters in Jackson County approved and renewed a quarter cent sales tax for the purpose of providing revenue to combat illicit drug use and violent crime in our community; and,

WHEREAS, the voters and the Jackson County Legislature authorized the County Executive to contract with qualified not-for-profit community treatment Organizations, whether public or private, to fund programs or services for the purpose of treating illegal drug use and drug-related offenses, if such Organization has been in existence for a period of not less than two (2) years; and

WHEREAS, Organization has been awarded a grant by **City of Kansas City, Missouri**; and,

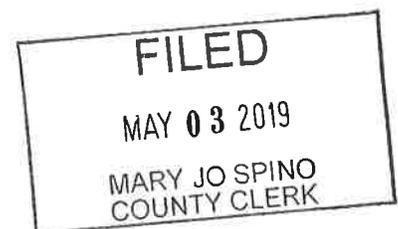
WHEREAS, Organization has been in existence for more than two (2) years and proposes to provide services to treat illegal drug use and/or drug-related or violent crime related offenses; and,

WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2019 funding; and,

WHEREAS, the Jackson County Legislature has recommended the expenditure of **\$41,400.00**, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") to provide a local match to Organization's grant award;

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. Organization shall use COMBAT funds solely for the purpose of providing either substance abuse treatment, drug prevention, and/or violence prevention services as submitted in their funding application. Organization shall administer the program as outlined in the funding applications. If modifications have been made to the Organization's project plan, written approval must be obtained from COMBAT. Organization shall submit the address, times and dates where services are actually being rendered or where clients are being served.



Organization shall collaborate and cooperate with COMBAT Administration in its efforts to provide for the substance abuse needs of those who are returning to Jackson County from correctional institutions. Further, Organization shall make every effort to accommodate individuals in need of treatment who are referred by the County's Drug Court program. Organization shall participate in the collection of data in accordance to requirements set forth by COMBAT and shall utilize the COMBAT ~ Connections software application. Organization shall ensure that services are available to COMBAT eligible clients during the entire contract period. Organization has agreed to use COMBAT funds only as set forth in Exhibit A, Budget and Pricing Page, attached hereto.

2. Payment. The County agrees to pay to the Organization a total amount not to exceed **\$41,400.00**. Upon execution of this contract, an advance payment equal to one-quarter of the contract amount, totaling **\$10,350.00** will be submitted to Organization.

This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Organization understands that no payment shall be made under this Agreement until Organization's 2018 COMBAT contract has been fully reconciled.

Organization agrees to submit monthly program reports on forms provided by COMBAT Administration. Monthly reports are due by the 20th of the month following the month's end. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until the monthly program reports are received and accurate. Any reports that are incorrect will delay payment. The remaining contract amount will be paid in a monthly amount equal to:

- (1) 1/12th of this contract amount **or**
- (2) Expenses year to date, whichever is the lesser of the two.

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.

A Final Program Report will be due by January 20, 2020. The final payment will not be processed until the agency's annual program report has been completely reconciled.

3. Program Requirements. All COMBAT Substance Abuse Treatment, Drug Prevention and Violence Prevention funded programs must adhere to the following:

- A. Organization must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
- B. Organization must operate one or more Substance Abuse Treatment, Drug Prevention or Violence Prevention evidence-based or research-based project(s) that is supported by research and scientific theory.
- C. Organization must be a governmental agency or an agency chartered in the State of Missouri and have received an exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and must provide such documentation to COMBAT Administration. Organization must have been in existence for two years prior to proposal submission (Statement of Contractor's Qualifications).
- D. Organization must notify COMBAT Administration in writing on Organization 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 towards the Organization.
 - f. Changes to program and/or services, and the program's Logic Model and Outcome Measurement Framework chart.
- E. Organization must submit monthly invoices and a Program Report of activities in the format specified by COMBAT. Program reports must be approved by COMBAT staff before payment will be processed for each month.
- F. Organization must agree to accept referrals from the Jackson County Drug Court or other referrals by the COMBAT Administration, when requested.
- G. Organization must participate in other COMBAT sponsored activities as notified or requested.

4. Evaluation Requirements. Organization agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that the terms of this Agreement are being fulfilled. The Organization agrees to participate in an effectiveness evaluation of the Organization's program objectives and an overall evaluation of specific core items, as required by the COMBAT Administration. Organization further agrees to utilize an agency specific evaluation document. Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate Organization's performance periodically based on the Organization's monthly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 18 if the Organization does not meet stated performance

measures and contractual requirements. COMBAT will conduct unannounced site visits to any and all agencies.

5. **Audit.** The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization in order to ensure COMBAT anti-drug funds are being used to support COMBAT programs and services. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Financial Advisor prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

6. **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, 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 right to sue for breach of contract.

7. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to COMBAT Administration (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 agency's total budget for its most recent fiscal year; and, (3) a certified financial audit including a statement of use for COMBAT funds for previous two years; (4) an IRS Form 990; (5) a statement of Good Standing with the Missouri Secretary of State. Any document described herein which was submitted to COMBAT Administration, as a part of an application for funding need not be resubmitted to qualify for payment; and (6) proof that organization is on Jackson County tax roll and current on Jackson County taxes. No payment shall be made if the contract agency is out of compliance on any COMBAT contract, including previous COMBAT contracts.

We shall reserve the right to refuse payment if the agency is out of compliance.

8. **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.

9. **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, 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.

10. 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.

11. Term. The term of this Agreement shall commence as of January 1, 2019, and shall continue until December 31, 2019, unless sooner terminated pursuant to paragraph 6, 19, or 26 hereof.

12. No Replacement Revenue. It being recognized by the parties that the purpose of the COMBAT funds is to improve the quality and effectiveness of drug treatment services, drug prevention and violence prevention in Jackson County, 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 Organization in its normal duties.

13. Purchasing. Organization hereby agrees that purchases to be reimbursed from COMBAT funds provided by this Agreement will be with bidders/vendors that have received certificates of compliance from the County's Affirmative Action Program as administered by the County's Compliance Review Officer.

14. 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.

15. 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.

reStart, Inc.

Agency's Fiscal Representative

_____ Title
_____ Name
_____ Telephone

16. Informational Reporting. A designated representative of the Organization shall attend meetings of the County Legislature and COMBAT Administration activities when so requested by either entity.

17. Publicity. If Organization receives or obtains any media attention because of this project, Organization is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract. Failure to comply will result in Suspension, Termination and Disqualification.

18. Suspension, Termination, and Disqualification. COMBAT may suspend the payment of funds based on a determination that:

- A. The nature of deficiencies results in substantial probability of or actual jeopardy to individuals being served.
- B. Serious or repeated incidents of abuse or neglect of individuals being served or violations of rights have occurred.
- C. Fraudulent fiscal practices have transpired or significant and repeated errors in billings to COMBAT have occurred.
- D. Failure to secure appropriate certification has occurred, including falsification or fabrication of any information used to determine compliance with requirements.
- E. The nature and extent of deficiencies results in the failure to conform to the basic principles and requirements of the program or service being offered.
- F. An organization has failed to comply with COMBAT and/or Jackson County requirements, or falsification of any information used to determine compliance has occurred.
- G. An organization has failed to comply with the scope of work of contracted services.
- H. An organization has failed to acknowledge COMBAT in the media or on printed materials.
- I. An organization's Staff displays hostile behavior, refuses or hinders a site review by COMBAT staff.

19. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for any reason or no reason by either of the parties upon

thirty (30) days written notice to the 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.

20. Unspent Allocation. Any appropriated funds under this Agreement not invoiced by Organization within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds. These funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract, or other formal documentation.

21. Minority Hiring. Organization shall have a twenty percent (20%) goal for minority hiring and employment regarding all positions funded out of the proceeds of COMBAT funds.

22. 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 payments 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.

23. Equal Opportunity Employment. 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.

24. Employment of Undocumented Workers Prohibited. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ undocumented workers 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.

25. Inspection or Audits by the County. The performance of this Agreement shall be subject to review by the County. Organization shall file annual program specific compliance reports as required.

The County may provide to Organization a list identifying specific areas funded by COMBAT funds which are to be inspected or audited by the County, and the definition and scope of a review audit of each specific area indicated. Organization shall conduct internal audits of each specific area identified and shall provide its findings to the County and/or COMBAT Administration. If the County and/or COMBAT Administration desire additional study, after the in-house audit provided above, the County and/or COMBAT Administration and Organization shall engage a mutually agreed upon outside auditing firm to conduct further audit of each specific area identified, and shall share the costs of the outside auditor equally.

The County warrants that all books, records, accounts, and any other documents in the possession of the County relative to COMBAT funds are public records open for inspection in accordance with Chapter 610, RSMo.

26. Remedies for Breach. Organization promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

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

B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs, and other expenses if it is necessary to bring legal action to recover such amount.

27. Severability. If any term 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.

28. 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.

29. COMBAT Contact. For the purpose of this Agreement, the COMBAT Deputy Director, or person designated by the Deputy Director, shall act as the COMBAT Contact. The COMBAT Contact shall be responsible for overseeing the performance of the services to be rendered under this Agreement. The COMBAT Contact shall be authorized to accept minor changes in services rendered as long as they are not material nor do they substantially alter the services to be performed. Any substantial or material changes in the services provided under this Agreement must be approved by the COMBAT Administration and the County.

30. 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 purchased by any other entity.

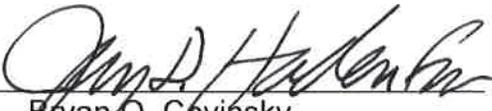
31. Incorporation. This Agreement contains the entire understanding and agreement of the parties, and modifications hereto shall be enforceable only if in writing, signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 3rd day of

May, 2019.

APPROVED AS TO FORM:

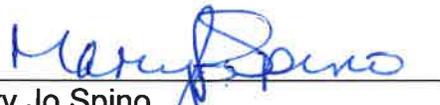
JACKSON COUNTY, MISSOURI

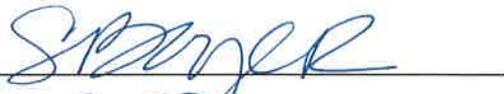
By: 
Bryan O. Covinsky
County Counselor

By: 
Frank White, Jr.
County Executive

ATTEST:

RESTART, INC.


Mary Jo Spino
Clerk of the County Legislature

By: 
Title: CEO

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$41,400.00**, which is hereby authorized.

4-29-2019
Date


Director of Finance and Purchasing
Account No: 008-4405-56798

44052019022 CA

Exhibit B

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 **reStart, Inc.**, (Organization name) 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 **reStart, 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)

Donna W Bradford
Authorized Representative's Signature
CFO
Title

Donna W Bradford
Printed Name
4.24.2019
Date

Subscribed and sworn before me this 24th day of April, 2019. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Nov 21, 2021.

Brenda Rand
Signature of Notary

4/24/19
Date

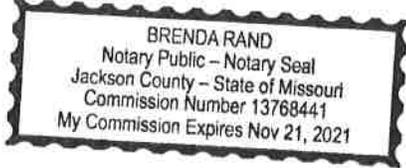


EXHIBIT A:

reStart
(Jan 1, 2019 - Dec 31, 2019)

Budget Categories	Proposed COMBAT Program Budget	Other funding amount	Name of other funding sources	Total Program Cost
Personnel – Salaries	\$37,000.00	\$180,584.00	HHS, HCFGKC, JoCMHL	\$217,584.00
Fringe Benefits – <i>no more than 10% of Salaries</i>	\$3,700.00	\$45,146.00	HHS, HSCFGKC	\$48,846.00
Auditing/Accounting Services	\$0.00	\$1,000.00	Loose	\$1,000.00
Evaluation	\$0.00	\$0.00		\$0.00
Postage	\$0.00	\$500.00	Loose, McGee	\$500.00
Printing	\$0.00	\$0.00		\$0.00
Meeting Expense	\$0.00	\$500.00	Loose, McGee	\$500.00
Mileage (Local Travel)	\$0.00	\$6,500.00	HHS	\$6,500.00
Training	\$0.00	\$2,500.00	HHS	\$2,500.00
Memberships	\$0.00	\$0.00		\$0.00
Supplies	\$0.00	\$8,000.00	Loose, McGee, HHS	\$8,000.00
Insurance	\$0.00	\$3,200.00	Loose, McGee, HSS	\$3,200.00
Other*(Specify):	\$0.00	\$0.00		\$0.00
Program Operating Expenses	\$0.00	\$102,400.00	HHS, Loose, McGee	\$102,400.00
Indirect: <i>no more than 7% of total</i>	\$700.00	\$26,947.00	Loose, McGe	\$27,647.00
TOTAL PROPOSED BUDGET	\$41,400.00	\$374,678.00		\$416,078.00

***Other--Expenses in this category require "approval" from COMBAT**

1. Funds may not be used to provide capital improvements (Article 6, Section 23 of the Mo. Constitution).
2. Funds may not be used to pay salaries for functions that have traditionally been performed by volunteers.
3. Funds may not be used to pay rent, utilities, or equipment.

**NON-MUNICIPAL AGENCY
FUNDING AND SERVICES CONTRACT
BETWEEN
NEIGHBORHOODS AND HOUSING SERVICES DEPARTMENT AND
RESTART, INC.**

PUBLIC SERVICES CONTRACT

CDBG CONTRACT NO. 2018-0038

THIS CONTRACT, made and entered into this 1st day of May 2018, by and between **CITY OF KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as "**City**", and **RESTART, INC.**, a Missouri nonprofit corporation, hereinafter referred to as "**CONTRACTOR**", consists of two parts: **PART I, SPECIAL TERMS AND CONDITIONS, AND PART II, GENERAL TERMS AND CONDITIONS.**

The parties agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Definitions. The following terms if used in this Contract shall have the following meanings:

A. Consolidated Plan: A five-year plan prepared by the City in accordance with 24 C.F.R. Part 91, which describes overall housing needs, resources, priorities, and proposed activities to be undertaken with respect to programs funded by the United States Department of Housing and Urban Development (HUD). The Consolidated Plan includes a yearly one-year action plan which is submitted annually to HUD.

B. Community Development Block Grant (CDBG): A federal program created under the provisions of Title 1 of the Housing and Community Development Act of 1974 (24 C.F.R. Part 570 *et seq.*) as amended and funded through states and entitlement cities, which includes the City.

C. Director: The named Director of the City's Neighborhoods and Housing Services Department or his designated signatory.

D. Families or Individuals: Family means all persons living in the same household who are related by birth, marriage, or adoption. Individual means a single person. The plural of family or individual shall mean more than one family or individual as described herein.

E. Housing and Urban Development (HUD): The United States Department of Housing and Urban Development.

F. Low, Very Low, and Extremely Low Income Persons:

- Low Income Persons are persons whose household income falls between 50% and 80% of the City's median income level;
- Very Low Income Persons are persons whose household income falls between 30% and 50% of the City's median income level;
- Extremely Low Income Persons are persons whose household income falls below 30% of the City's median income level;
- Median income levels for the City are determined annually by HUD, and shown for each family size in **Attachment 2**, Low Income Guidelines, which is attached hereto and incorporated herein by reference.

G. NHSD: The City's Neighborhoods and Housing Services Department.

H. One-Year Action Plan: An annual plan prepared by the City as part of the five-year Consolidated Plan in accordance with 24 C.F.R. Part 91, which describes overall housing needs, resources, priorities, and proposed activities to be undertaken with respect to programs funded by the United States Department of Housing and Urban Development (HUD).

Sec. 2. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

ATTACHMENT 1 – Purpose of Contract, National Objectives and Eligibility

ATTACHMENT 2 – Low-Income Guidelines

ATTACHMENT 3 – Budget and

ATTACHMENT 4 – Scope of Services

ATTACHMENT 5 – Performance Standards

ATTACHMENT 6 – Reports

Sec. 3. Purpose. The general purpose of this Contract is to provide services consistent with the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program as incorporated by the City through the One-Year Action Plan. The specific purpose of this Contract and the Project Area is attached as **Attachment 1** and is incorporated herein by reference.

Sec. 4. National Objectives and Eligibility. The program meets the HUD national objectives by benefiting low to moderate low income persons, as defined in **Attachment 2**, on a limited clientele basis in accordance with 24 CFR 570.208(a)(2). The program is an eligible public service activity under 24 C.F.R. 570.201(e) as more specifically defined in **Attachment 1**.

Sec. 5. Term of Contract. This Contract shall begin on May 1, 2018 and shall end no later than April 30, 2019. The Director of the administering department is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 6. Maximum Compensation and Total Obligation.

A. Maximum Compensation. The maximum amount that City can pay Contractor and the total obligation which may accrue to the City under this Contract is **SIXTY THOUSAND DOLLARS AND 00/100 (\$60,000.00)**, pursuant to the budget approved by City. The execution and implementation of this Contract shall not create a general charge upon the General Revenues of the City, as envisioned by Section 82 of the Charter of Kansas City, Missouri. Any financial obligation is dependent up the availability of funds under the line of credit issued to the City by the United States Department of Housing and Urban Development pursuant to Grant No. **B18-MC-29-0003**. No financial obligation shall accrue against the City unless such order bears the written statement of the City's Director of Finance that there is a balance, otherwise unencumbered, to credit of City under the above described line of credit from which payment is to be made.

B. Contractor's Line Item Budget. Contractor shall submit a line item budget showing the sources of all resources and expenditures in the performance of services under this Contract and a statement of the proposed use of funds requested from City in a line item format with written justification for each line item. Such line item budget of Contractor and statement of proposed use of funds and any changes thereof exceeding \$5,000 to any such line item shall require City approval in writing. The line item budget is listed on **Attachment 3**.

Sec. 7. Responsibilities of Contractor.

- A. Contractor shall perform the Scope of Services listed on **Attachment 4**.
- B. Contractor shall meet the Performance Standards, as identified and reported on the form attached as **Attachment 5**.
- C. Contractor shall submit the following to the City:
 - 1. An itemized list of any property and equipment purchased by Contractor with funds provided under this Contract.
 - 2. Reports in the forms required in **Attachment 6**, Reports, a copy of which is attached hereto and incorporated herein by reference:
 - a. A monthly financial report which shall include the budget as shown in **Attachment 3** reflecting any approved budget amendments as provided in the Budget Amendments section hereafter, the current month's expenditures which are being requested, budget requests made prior to the current request and the remaining balance available according to the budget;

b. A monthly performance report to evaluate and compare Contractor's actual activities to its services and goals required under this Contract which shall contain a description of significant problems, if any, experienced by Contractor or its patrons and proposed changes to remedy those problems; and

c. An annual performance report, in a form determined by the City, identifying accomplishments, problems or conditions contributing to a failure to achieve goals or perform services under this Contract, and proposing changes to correct such failures.

d. The above monthly reports shall be due no later than the 15th day of each month during this Contract and the annual performance report shall be submitted prior to the final payment of funds under this Contract. Contractor is responsible for maintaining supporting documentation on file for all reports. Failure to submit the reports shall result in suspension of payments under this Contract until all reports have been received by the City.

3. A copy of the resolution passed by Contractor's board of directors authorizing Contractor to enter into this Contract with the City.

Sec. 8. General Requirements to be performed by Contractor.

A. Contractor shall attend all training opportunities offered by the City which may include, but are not limited to, any applicable HUD training programs as well as City provided compliance forum(s) that provide training on City contract requirements, an overview of CDBG regulations, financial management, performance measures, national objectives, and other requirements.

B. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase such equipment and materials by means of a system of competitive bidding whenever required by law, including the federal rules and regulations, or whenever practical.

C. Contractor shall cooperate with all monitoring and evaluation activities conducted directly or through contract by the City relative to activities described herein and bound by this Contract, including, but not limited to, providing full access to the project site and providing programmatic and fiscal records to authorized representatives of the City or to other persons as may be designated from time to time by the City.

D. Contractor shall, on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all inventions, books, computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any

work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of the City. It is agreed that all inventions and copyrightable works are works made up for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

E. Contractor shall adopt and use generally accepted accounting principles in Contractor's operations.

Sec. 9. Method of Payment.

A. The City will reimburse Contractor for actual and approved costs incurred in providing the services specified herein in accordance with **Attachment 3, Budget**, a copy of which is attached hereto and incorporated herein by reference. Contractor shall submit monthly requests for reimbursement to the City by the 15th day of the month following the month when the services were provided.

B. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payments(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

C. No request for payment will be processed unless:

(1) The request is in proper form, correctly computed, and is approved as payable under the terms of this Contract;

(2) Contractor has provided verification of payments through cancelled checks, bank statements or electronic bank certification for the reimbursement being sought.

(3) Contractor has provided the department with designated persons authorized and responsible for signing checks, contracts and reimbursements.

D. Contractor shall submit all invoices for final payment under this Contract within thirty (30) days after the date of completion of services set forth in the Term of Contract section.

Sec. 10. Budget Amendments

The Contractor shall request payment only as itemized in **Attachment 3, Budget**, and the cumulative total of all requests for payment by line item may not exceed the total of each major budget category without approval of the City. Requests to transfer funds between major budgets categories shall be made on a form specified by the City and shall be effective upon approval of the Director of the City department administering the program.

Sec. 11. Notices. All notices required by this Contract shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

If to City: John Wood, Director
 Neighborhoods and Housing Services Department
 4th Floor City Hall, 414 East 12th Street
 Kansas City, Missouri 64106

If to the Contractor: ReStart, Inc.
 Evelyn Craig
 918 E. 9th Street
 Kansas City, Missouri 64106
 Phone: (816) 472-5664
 Email: ecraig@restartinc.org

All notices are effective on the date mailed or deposited with courier.

Sec. 12. Merger. This Contract consists of Part I, Special Contract Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 13. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 14. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory

Employers Liability \$100,000 accident with limits of: \$500,000 disease-policy limit \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

B. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to this Contract. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions of law.

Sec. 15. Indemnification.

A. General indemnification for purposes of this Section only; the following terms shall have the meanings listed:

1. Claims mean all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
2. Contractor's Agents means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.
3. City means City and its agents, officials, officers and employees.

B. Contractor's obligations under this paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

E. Indemnification for Professional Negligence. If the Contractor is performing professional services pursuant to this contract, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 16. Obtaining Professional Services. Code Section 2-83, prohibiting contracts with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Contract. Contractor shall not contract for professional services with any attorney who, at the time of the issuance of the contract, either in an individual or firm capacity, represents any party in litigation against City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where City is named as a nominal

party, where the litigation has been filed with the agreement of City and the party represented by the attorney, or where the council has otherwise waived this requirement. Contractor shall not contract for professional services with any architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Contract or during the course of employment with Contractor, serves as an expert witness for any litigation against City.

Sec. 17. Incorporation of Federal/State Laws and Regulations. Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations which may be set forth in **Part II General Terms and Conditions** to this Contract. The federal/state laws and regulations applicable to the use of funds provided under this Contract including but not limited to those set forth in **Part II General Terms and Conditions** to this Contract are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments.

Sec. 18. Fidelity and Surety Bonds. Contractor shall cause all persons handling funds disbursed under this contract to be bonded by a corporate fidelity bond in a minimum amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000). Said bonds shall be approved by the Director of Finance of the city, a copy of evidence of said bond shall be filed with the City Clerk. If any such bond is canceled or reduced, Contractor shall immediately notify the City.

THE REMAINDER OF THIS PAGE IS INTENTIONALL LEFT BLANK

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CITY OF KANSAS CITY, MISSOURI

A Constitutionally Chartered Municipal Corporation of the State of Missouri

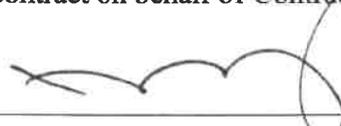


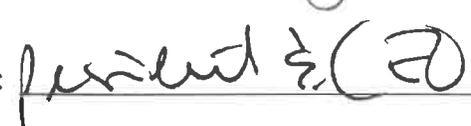
John Wood, Director
Neighborhoods and Housing Services Department

RESTART, INC.

A Nonprofit Corporation of the State of Missouri

I hereby certify that I have authority to execute this contract on behalf of Contractor

By:  _____

Title:  _____

Approved as to form:



Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, sufficient to meet the obligation hereby incurred, and that there is a balance, otherwise unencumbered, to the credit of Kansas City, Missouri, under the line of credit issued by the United States Department of Housing and Urban Development pursuant to CFDA 14.218, Community Development Block Grant No. **B18-MC-29-0003** from which payment is to be made.

for   8/3/18

Director of Finance

ATTACHMENT 1

PURPOSE OF CONTRACT, NATIONAL OBJECTIVE, AND ELIGIBILITY

Purpose: The purpose of this contract is to provide a public service for homeless prevention services at reStart's shelter locations.

National Objective: This activity meets a national objective by providing activities benefiting low and moderate-income persons on a limited clientele basis as set forth in 24 C.F.R. 570.208(a)(2)(i) (A): An activity which benefits a clientele who are generally presumed by HUD to be low or moderate-income persons (homeless individuals).

Eligibility: Public services in accordance with 24 C.F.R. 570.201(e) in that the services provided will be for homeless services.

LOW INCOME GUIDELINES

ATTACHMENT 2

Kansas City, MO-KS HUD Metro FMR Area										
FY 2018 Income Limit Area	Median Income	FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Kansas City, MO- KS HUD Metro FMR Area	\$80,000	Very Low (50%) Income Limits	\$28,000	\$32,000	\$36,000	\$40,000	\$43,200	\$46,400	\$49,600	\$52,800
		Extremely Low (30%) Income Limits	\$16,800	\$19,200	\$21,600	\$25,100	\$29,420	\$33,740	\$38,060	\$42,380
		Low (80%) Income Limits	\$44,800	\$51,200	\$57,600	\$64,000	\$69,150	\$74,250	\$79,400	\$84,500

The **Kansas City, MO-KS HUD Metro FMR Area** contains the following areas: Johnson County, KS ; Leavenworth County, KS ; Linn County, KS ; Miami County, KS ; Wyandotte County, KS ; Caldwell County, MO ; Cass County, MO ; Clay County, MO ; Clinton County, MO ; Jackson County, MO ; Lafayette County, MO ; Platte County, MO ; and Ray County, MO .

For details on the calculation steps for each of the various parameters, please click the "Median Income" column heading or the Income Limits row labels ("Very Low-Income (50%) Limits", "Extremely Low-Income (30%) Limits", and "Low-Income (80%) Limits").

Income Limit areas are based on FY 2018 Fair Market Rent (FMR) areas. For a detailed account of how this area is derived please see our associated FY 2018 Fair Market Rent documentation system.

ATTACHMENT 3

BUDGET & REQUEST FOR REIMBURSEMENT FORM

Personnel Cost

Case Manager/Outreach Specialist	35,000.00
Contracts Manager	2,000.00
Fringe Benefits	2,500.00

Operating Cost

Utilities	5,500.00
Rent	<u>15,000.00</u>

Total Program Budget **\$60,000.00**

****Contractor acknowledges that it will not request reimbursement from Community Development Block Grant funds for expenditures incurred in conjunction with the preparation of audits under 2 CFR Part 200, unless it has expended more than \$750,000.00 in federal funds during the fiscal year which is the subject of the audit. Such requests must be included within the itemized budget.**

ATTACHMENT 4
SCOPE OF SERVICES

Through this contract, ReStart's emergency shelter programs and Housing Solution Center will provide critical outreach, financial assistance, and wrap around support and resource to address the individual issues of each client and prepare them for emergency shelter and/or for sustainable permanent housing. ReStart will move chronically homeless persons and families off the streets and into emergency shelter or permanent housing and will provide persons and families at least six months of support and assistance to prevent them from becoming homeless again.

Standard Record Keeping and Reporting Requirements:

- ❖ Contractor must maintain an intake form on each client, with client data demonstrating eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City or its designees for review upon request. In addition, contractor shall keep a separate list of CDBG participating clients.
- ❖ Contractor must submit monthly reimbursements by the 15th of each month with timesheets/personnel activity reports to support the salaries and/or services charged to this grant. Timesheets/personnel activity reports must account for 100 percent of the employee's time, clearly identifying the total number of hours worked vs. the number of hours worked each day on the City project. Employees and their supervisor must sign the timesheet. Contractor must also submit the Monthly Performance Report along with monthly reimbursements.
- ❖ Contractor shall report in writing to the City of Kansas City, Mo, Neighborhoods and Housing Services Department any staff changes which shall include the staff name, position, and name of interim person assigned to the vacant position responsibilities, and the target date for filling the vacancy. Upon filling the vacancy, the contractor shall also submit the new hire's name, resume, within two weeks of the hire date. The City reserves the right to request that the Contractor remove responsibilities to be performed under this contract from any staff that, in the opinion of the City, does not perform in accordance with the terms of this contract and purposes of the grant.

ATTACHMENT 5

PERFORMANCE STANDARDS

reStart – 2018 CDBG Performance Measures

Housing Solutions Center

Outcomes:

- 1) Moving 25 families (85 people) households into permanent housing in one year.
- 2) Equipping 85% of households placed in permanent housing to maintain that housing for at least 6 months.

Emergency Shelter

Outcomes:

- 1) reStart will provide shelter and basic necessities to 230 single adults, 22 families (58 people) and 100 youth.
- 2) 20% of single adults, 85% of families and 80% of youth served will exit to stable housing.

Total People Served:

85 people move to permanent housing
388 people receiving emergency shelter
473 people total served with CDBG funds

Measurement: Outcomes at reStart are tabulated and reported via three vehicles: 1) reports drawn from data entered into the CaseWorthy Homeless Management System Database (MARC, HMIS Lead Agency), 2) internal Program Progress Reports shared with reStart's management team and Board, and 3) external reporting to government and private funders.

ATTACHMENT 6

REPORTS

Consolidated Plan: CDBG/ Direct Benefit (Low/Mod) Report:

Community Services Monthly Report captures demographic information by service activity. This report is due monthly with reimbursement.

PART II

GENERAL TERMS AND CONDITIONS

CDBG GRANT FUNDS

AS REVISED APRIL 2018

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PART II

GENERAL TERMS AND CONDITIONS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

1. INCORPORATION OF FEDERAL LAWS AND REGULATIONS.

Contractor hereby acknowledges that the funds provided under this Agreement are federal funds granted to the City from the U.S. Department of Housing and Urban Development (HUD). Contractor agrees to administer and use the funds provided hereunder in conformance with all federal laws and regulations applicable to the use of such funds whether or not set forth herein and such laws and regulations are hereby incorporated herein as if set forth in their entirety. Contractor agrees that it is its responsibility to obtain and familiarize itself with such laws and regulations. Laws and regulations cited herein shall include all subsequent amendments.

2. ELIGIBLE AND INELIGIBLE COSTS.

A. **Criteria.** This section provides criteria by which the City shall judge if costs incurred by the Contractor are eligible for reimbursement under the terms of this contract. It shall be the right of the City to make such determination and withhold reimbursement for any costs deemed ineligible without incurring liability for interest or damages until it shall have been determined by a court of competent jurisdiction that the City has erred in withholding reimbursement under the terms of this Contract.

B. **Scope.** These criteria apply both to Program Administration and to the cost of Projects and Activities or program categories.

C. **Standards.** Any cost incurred must be reasonable and of a nature which is clearly related to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards and the following specific criteria for eligibility of costs.

D. **Eligible Costs.** For costs to the Contractor to be eligible for reimbursement under the terms of this contract, such costs must:

- 1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with the approved budget attached hereto.
- 2) Not be a general expense required to carry out regular responsibilities and activities of the Contractor, other than as provided for specifically in this contract.

4. ACCOUNTING.

Contractor shall establish and maintain, on a current basis, an adequate accounting system in accordance with generally accepted accounting principles and standards and in accordance with Uniform Administration Requirements cited at 24 C.F.R. Section 570.502(a) for recipients and Contractors which are governmental entities (including public agencies) or 24 C.F.R. Section 570.502(b) for Contractors which are non-profit organizations or educational institutions.

5. POLICY AND SYSTEMS EVALUATION.

The City shall have the right to evaluate all of the policies and systems of each Contractor to ascertain that there is compliance with all of the provisions contained in this contract prior to the disbursement of any funds to the Contractor. In determining the adequacy of the Contractor's policies and systems, the City shall utilize its own staff or arrange for an independent analyst to (a) survey the Contractor's policies and systems to obtain information, through discussion, inquiry and observation on what the policies and systems are stated to be, (b) appraise the adequacy of the policies and systems in terms of the standards prescribed herein, and (c) select a number of transactions and trace them through the records to ascertain whether the policies and systems are actually being followed and are effective.

6. DISBURSEMENTS AND PROCUREMENT BY CONTRACTOR.

A. Payment for Goods and Services. Disbursement (other than from petty cash) for goods, and for services of persons or firms not payrolled by the Contractor shall be supported by executed purchase orders or contracts. Purchase and contract procedures shall be approved by the City prior to implementation.

B. Standards. Procurement standards for nongovernmental Contractors and Contractors are set forth in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 C.F.R. Part 200.

C. Documentation. Disbursements must be supported by requisitions, invoices, and receipts which can readily be traced to the contract or purchase order for the service, supplies, or equipment (except as noted in paragraph D of this section).

D. Other Requirements. Disbursements shall be made by pre-numbered checks signed by two officers unless the amount of the individual disbursement is so small (under \$10.00) that payment from a petty cash fund is more economical. All payments from a petty cash fund must be supported by a receipt on which is clearly stated the purpose and method of computation of the disbursement and such receipt must be signed by the person receiving the disbursement as well as by an authorized official of the Contractor approving the disbursement of money.

- 3) The books, documents and records of Contractor in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager and the City department administering this Contract within ten (10) days after the written request is made.
- 4) If annual funding of \$100,000.00 or more is received by Contractor or an affiliate of Contractor from the City, whether in a single contract or as a cumulative amount, Contractor will engage a CPA to conduct an audit or audits and will require the CPA to furnish the City Manager with a copy of the audit or audits, copies of any management letters, and copies of the Contractor's responses to management letters. An audit, management letter and response, shall be promptly provided to the City Manager without the need for a special request. The City Manager and City Auditor are authorized to make inquires directly to the Contractor's auditor and Contractor shall require the Contractor's auditor to respond truthfully to the City Manager's and City Auditor's questions.
- 5) If annual funding of \$100,000.00 or more is received by Contractor or an affiliate of Contractor from the City, whether in a single contract or as a cumulative amount, Contractor will engage a professional qualified to analyze the Contractor's internal control structures, and to furnish the City Manager with a copy of the analysis. A report shall be promptly provided to the City Manager without the need for a special request. The City Manager and City Auditor are authorized to make inquires directly to the Contractor's professional and Contractor shall require the Contractor's professional to respond truthfully to the City Manager's and City Auditor's questions.
- 6) If annual funding of \$100,000.00 or more is received by Contractor or an affiliate of Contractor from the City, whether in a single contract or as a cumulative amount, Contractor shall submit to the City the Contractor's annual fiscal year financial audit no later than six months after the end of the Contractor's fiscal year.
- 7) Contractor shall cooperate with all monitoring and evaluation activities conducted by the City relative to this Contract.
- 8) Contractor shall provide the City with a copy of any financial, compliance or performance audit and any management letter.

11. TAX REPORTS REQUIRED.

The Contractor shall submit copies of the employers quarterly return of employment excise taxes withheld (Form 941), employer's quarterly deposit of the Federal Unemployment Tax (FUTA Form 508), excise tax quarter return (Form 720) and copies of canceled checks to the City for each quarter of the program year.

from the use of CDBG funds and includes, but is not limited to, payments of principal and interest on loans made with CDBG funds; proceeds from the sales of loans, or of obligations secured by loans, which were made with CDBG funds; proceeds from the sale or long-term lease of equipment purchased, or of real property purchased or improved with CDBG funds; gross income from the use or rental of real property constructed or improved with CDBG funds, less the costs incidental to the generation of such income; and interest earned on program income, including interest earned on funds held in a revolving fund account. The City may require program income be returned by Contractor to the City at any time. Any program income the Contractor has on hand when this Agreement expires or is received after this Agreement's expiration shall be paid to the City as required by 24 C.F.R. Section 570.503(b)(7). The federal regulations pertaining to program income as contained in 24 C.F.R. 570.500, *et. seq.* shall apply to this Agreement.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES.

Contractor agrees to comply with the policies, guidelines and requirements of 24 C.F.R. Part 85 and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 as they relate to the acceptance and use of funds under this Agreement, as described at 24 C.F.R. Section 570.502.

16. TERMINATION FOR CAUSE; SUSPENSION OF PAYMENTS OR AGREEMENT.

If the Director or his or her designee determines that the Contractor has violated or failed to comply with any of the covenants, conditions, agreement or stipulations of this Agreement or any previous Agreement, or any of the Federal statutes or regulations for this Agreement or any previous Agreement, the Director shall promptly notify the Contractor in writing of the determination and may, at its option, take the following action:

A. Terminate this Agreement by including in the above notice the reasons for the termination, together with the effective date;

B. Suspend payments under this Agreement by including in the above notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments. In such event, compensation under this Agreement shall be given at the end of the suspension period for any work satisfactorily completed (as determined by the Director) by the Contractor during the suspension period;

C. Suspend this Agreement by including in the above notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Agreement. In such event, the City shall incur no financial liability under this Agreement or otherwise at law for any services rendered by the Contractor during the suspension period.

D. Take other remedies that may be legally available. The action of the Director in suspending payments or this Agreement or in terminating this Agreement shall not constitute a waiver of any claim or remedy which the City may otherwise have arising out of this Agreement.

20. FAIR HOUSING.

A. Contractor hereby agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d *et seq.*) and assures that the program or activity funded hereunder will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements set forth in 23 C.F.R. Part 1.

B. Contractor hereby agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 3601 *et seq.*) the Fair Housing Act, and Executive Order 1106, as amended by Executive Order 12259.

21. DISCRIMINATION.

Contractor hereby assures it will abide by the requirements of Section 109 of the Housing and Community Development Act of 1974, as amended (42 USC 5301, *et seq.*) which provide:

A. No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this Agreement.

B. A prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974 (42 USC 6101 *et seq.*; 24 C.F.R. Part 146) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794; 24 C.F.R. Part 8).

22. LABOR STANDARDS.

If applicable to the use of funds provided under this Agreement, Contractor agrees that all laborers and mechanics employed on construction work assisted under this Agreement shall be paid wages in accordance with the Davis-Bacon Act, as amended (40 USC 276a - 276a-5) and the Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*).

23. ENERGY STANDARDS.

Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 93-163).

24. ENVIRONMENTAL STANDARDS.

In compliance with HUD's environmental regulations promulgated at 24 CFR Part 58, the Contractor shall cooperate with the City in providing information necessary for the City to fulfill its responsibility for Environmental Review under Section 104(g) of the Housing and Community Development Act of 1974, as amended. The City shall notify the Contractor of information required for the environmental review process. Once environmental clearance has

contracts to, or otherwise engage the services of, or fund any Contractor or Contractor during any period of disbarment, suspension, or placement in ineligibility status under the provisions of 24 C.F.R. Part 24.

30. CONFLICT OF INTEREST.

A. Federal Requirements.

1. Applicability. Contractor agrees to disclose in writing to the City any conflict of interest in connection with performance of this Agreement.
 - a) In the procurement of supplies, equipment, construction and services by Contractor (including those specified at 24 C.F.R. Section 570.204(c) but not including governments and public agencies), the conflict of interest provisions setting minimum standards by which Contractors may establish their own policies and procedures with regard to conflicts of interest provisions in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 shall apply. For governments and public agencies the provisions set forth by 24 C.F.R. Section 85.36 shall apply.
 - b) In all cases not governed by 24 C.F.R. Section 85.36 and Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, the provisions of 24 C.F.R. 570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its Contractors, or to individuals, businesses and other private entities under eligible activities which authorize such assistance. (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Section 570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to Section 570.203, Section 570.204 or Section 570.455).
2. Conflicts Prohibited. Except for the use of federal grant funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in Paragraph (C) of this section who exercise or have exercised any functions or responsibilities with respect to federal grant fund activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a federal grant fund assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply

33. RIGHTS TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT.

If any discovery or invention arises or is developed in the course of or as a result of work performed under this contract, or any contract for the performance of experimental, developmental or research work, the Contractor shall refer the discovery or invention to the City and all rights in any resulting inventions belong to and are retained by the federal government in accordance with 37 CFR part 401 and any implementing regulations issued by Housing and Urban Development (HUD). The Contractor hereby agrees that the determination of rights to inventions made under this contract shall be made by the Secretary of HUD, pursuant to 37 C.F.R. part 401 (and any implementing regulations issued by HUD), who shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which issues thereon. The determination of the Secretary of HUD or his duly authorized representative shall be accepted as final. In addition, Contractor hereby agrees and recognizes that the United States Government shall acquire at least an irrevocable nonexclusive, royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of the work embraced in this contract.

34. POLITICAL ACTIVITY PROHIBITED.

All persons employed by the Contractor in connection with the activities funded hereunder shall abide by the requirements of 5 USC 1501 et seq. (Hatch Act). Such employees may not be candidates for elective office, may not use their official authorization or influence to interfere with or affect the results of an election or nomination for office and may not directly or indirectly coerce, command or advise other employees to pay or contribute anything of value to a party, committee, organization or persons for political purposes. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further or support the election or defeat of any candidate for public office.

35. ASSIGNMENT AND SUBCONTRACTING.

Contractor shall not subcontract, assign or transfer any part or all of Contractor's obligations or interests without City's prior approval. If Contractor shall attempt to subcontract, assign, or transfer any part of Contractor's interests or obligations under this Contract without the prior approval of City, it shall constitute a material breach of the Contract.

36. CITY NOT OBLIGATED TO THIRD PARTIES.

The City will not be obligated or liable hereunder to any party other than the Contractor.

44. BYRD ANTI-LOBBYING AMENDMENT.

Contractors who apply or bid for an award of \$100,000.00 or more shall certify to the contracting tier above it that they have not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C Section 1352. Each tier of contractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures shall be forwarded by Contractor to the City.

45. CONDITIONS FOR RELIGIOUS ORGANIZATIONS.

Organizations that are religious or faith-based are eligible, on the same basis as any other organization to participate in the CDBG Program. Organizations that are directly funded under the CDBG Program may not engage in inherently religious activities, such as workshops, religious instruction, or proselytization, as part of the assistance funded. The completed housing project must be used exclusively for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for owners of the property. See 24 CFR Sec. 5.109 for additional guidance.

46. ENTIRE AGREEMENT.

This Contract, together with any aforementioned exhibits, constitutes the entire Agreement of the parties with respect to the subject matter hereof.

47. GOVERNING LAW.

This Contract shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

48. NONINVOLVEMENT OF CITY.

Nothing contained in this Agreement nor any act of the City, or the Contractor, shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, or of any association or relationship involving the City. Contractor is an independent Contractor and is not the City's agent. Contractor has no authority to take any action or execute any documents on behalf of the City.

49. AFFIRMATIVE ACTION.

If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and

52. NO GRATUITIES AND KICKBACKS.

The provisions of City's Code Section 3-303, prohibiting gratuities to city employees, and kickbacks by subcontractors, and Sections 3-307 and -3-309, imposing sanctions for violations, shall apply to this Contract.

A. Gratuities. Contractor certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefore.

B. Kickbacks. Contractor certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

53. PROHIBITION AGAINST CONTINGENT FEES.

The provisions of City's Code Section 3-305, prohibiting the retention of persons to solicit contracts for contingent fees, and Code Sections 3-307 and 3-309, imposing sanctions for violations, shall apply to this Contract. Contractor certifies that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this Contract without liability or, at its discretion, to deduct from Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. INDEPENDENT CONTRACTOR.

Contractor is an independent Contractor with respect to all services performed under this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on work performed under the terms of this Contract. Contractor shall defend, indemnify and save harmless City from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of City, or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with City. Contractor is not City's agent and Contractor has no authority to take any action or execute any documents on behalf of City.

jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

61. NATIONAL FLOOD INSURANCE PROGRAM.

Contractor recognizes that Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C 4106) and the regulations in 44 C.F.R Parts 59-79 are applicable to the funds provided under this Contract pursuant to 24 C.F.R. Section 570.605 and hereby agrees to comply with said provisions.

62. ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS.

Contractor recognizes that certain newly legalized aliens are not eligible to apply for benefits under covered activities as established in 24 C.F.R. Section. 570.613 and hereby agrees to comply with said provisions.

63. DRUG-FREE WORKPLACE.

Contractor certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. Section 701) and HUD's regulations at 24 C.F.R. part 24, subpart F.

64. SECTION 3 COMPLIANCE.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. Contractor agrees to comply with HUD's regulations in 24 C.F.R., Part 135, which implement Section 3. As evidenced by its execution of this Contract, the Contractor certifies that it is under no contractual or other impediment that would prevent it from complying with the Part 135 Regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

67. HEADINGS; CONSTRUCTION OF CONTRACT.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Contract and any incorporated Exhibits, the provisions of this Contract shall control.

Kansas City, Missouri
Community Development Block Grant Program - Monthly Performance Report

Project Title: _____ Date Submitted: _____

Organization Name: _____ Monthly Report No.: _____

Reporting Contact Name: _____ Contract Goal: _____

Reporting Contact Phone: _____ Reporting Period Start: _____

Reporting Contact E-Mail: _____ Reporting Period End: _____

Instructions: For the most recently completed month, please fill in the yellow-shaded cells with your monthly data compiled from new client intakes. In Sections 1-3, report statistical information for each person served. These statistics will be confirmed by reviewing your client records during the City's next on-site monitoring visit to your agency. In Section 1, the "Total: Persons Unduplicated" line should be repeated once on either A, B, or C. Prior to the submittal of this MPR, please double-check the red-shaded cells to ensure that the total unduplicated clients match in Sections 1-3.

Section 1: Performance Indicators for the City CDBG Program

Goals	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	TOTAL
Total: Persons Unduplicated													0
(A) Unduplicated persons that have new access (continuing) to this service or benefit													0
(B) Unduplicated persons that have improved access to this service or benefit													0
(C) Unduplicated persons that now receive a service that is no longer substandard													0
Total: Households Unduplicated													0
(A) Unduplicated households that have new access (continuing) to this service or benefit													0
(B) Unduplicated households that have improved access to this service or benefit													0
(C) Unduplicated households that now receive a service that is no longer substandard													0
Female Head of Household Unduplicated													0
Elderly Unduplicated													0
Disabled Unduplicated													0

Section 2: Race and Ethnicity of unduplicated beneficiaries

Category		May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	RACE TOTAL	NUMBER OF HISPANIC
11. White	Non-Hispanic														
	Hispanic													0	0
12. Black / African American	Non-Hispanic														
	Hispanic													0	0
13. Asian	Non-Hispanic														
	Hispanic													0	0
14. American Indian / Alaskan Native	Non-Hispanic														
	Hispanic													0	0
15. Native Hawaiian / Other Pacific Islander	Non-Hispanic														
	Hispanic													0	0
16. American Indian / Alaskan Native & White	Non-Hispanic														
	Hispanic													0	0
17. Asian & White	Non-Hispanic														
	Hispanic													0	0
18. Black / African American & White	Non-Hispanic														
	Hispanic													0	0
19. American Indian / Alaskan Native & Black	Non-Hispanic														
	Hispanic													0	0
20. Other Multi-Racial	Non-Hispanic														
	Hispanic													0	0
21. Unknown/Not Declared	Non-Hispanic														
	Hispanic													0	0
TOTAL:		0	0	0	0	0	0	0	0	0	0	0	0	0	0

Section 3: Income of unduplicated beneficiaries

Income Information	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	TOTAL
Extremely Low (0-30% AMI)													0
Low (31-50% AMI)													0
Moderate (51-80% AMI)													0
Above Moderate (\geq 81% MFJ)													0
TOTAL:	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent Low/Mod:													

Section 4: Additional Performance Measurements

Performance Measurement Description	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	TOTAL
1.													0
2.													0
3.													0
4.													0
5.													0
6.													0
TOTAL:	0	0	0	0	0	0	0	0	0	0	0	0	0

Section 5: Narrative Questions

<p>Describe your progress on meeting contracted goals and expending the CDBG funds awarded.</p>	
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<p>Describe any additional accomplishments the program has achieved.</p>	
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<p>What technical assistance, if any, could the City offer to improve the funded program?</p>	
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Project Title: _____

Organization Name: _____

Monthly Report Number: _____

Exhibit B

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 **reStart, Inc.**, (Organization name) 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 **reStart, 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

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2019. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date