

COOPERATIVE AGREEMENT  
(Restorative Justice Program)

THIS AGREEMENT entered into this 10<sup>th</sup> day of DECEMBER, 2018, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **CENTER FOR CONFLICT RESOLUTION**, 6285 Paseo Blvd. ~~1734 E. 63<sup>rd</sup> Street, Suite 305,~~ Kansas City, MO 64110, hereinafter referred to as "CCR."

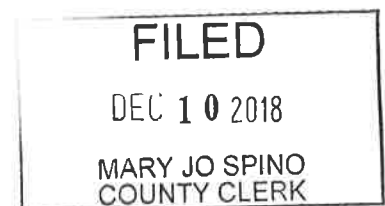
WHEREAS, the Jackson County Prosecuting Attorney's Office is participating in the SMART Prosecution Initiative, a federal program designed to bring a strategic approach to criminal justice operations by using innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs; and,

WHEREAS, CCR has agreed to provide restorative justice services under the under the SMART Prosecution Initiative, in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 20019, dated October 22, 2018, pursuant to the terms and conditions of Request for Proposals No. 38-18; and,

WHEREAS, CCR and the County have agreed to be bound by the provisions hereof;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and CCR respectively agree as follows:

1. **Services.** CCR shall work with the Prosecutor's Office and Northeast Middle and High Schools, Mattie Rhodes Center, and Kansas City, Missouri Police Department community interaction officers to design and facilitate restorative justice workshops for community members, as is more fully described in the attached Exhibit A, incorporated



herein by reference.

2. **Independent Contractor.** CCR shall work as an independent contractor and not as an employee of the County. Based upon its expertise and knowledge, CCR shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. CCR shall report all earnings received hereunder as gross income and be responsible for its own Federal, State, and Local withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **Payment.** For services rendered under this Agreement, the County shall pay CCR a fee not to exceed \$47,460.00. CCR shall invoice the County monthly at the rates indicated in Exhibit B. CCR's invoices shall itemize all services performed during the month. The County shall pay such invoices in a timely manner. The first payment shall be due upon the submission of CCR's first invoice and the execution of this Agreement.

4. **Non-Appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted by the Jackson County, Missouri, governing body to satisfy its obligations under this Agreement for any fiscal period, and funds are not otherwise available by any means whatsoever, then County may notify CCR in writing of such occurrence. Upon such notification, this Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the County of any kind, except as to (i) the portions of the amounts due under this Agreement for which funds shall have been

appropriated and budgeted or are otherwise available and (ii) County's other obligations and liabilities under this Agreement relating to, accruing, or arising prior to such termination. In the event of such termination and notwithstanding the foregoing, County agrees (a) that it will under take all reasonable efforts to obtain appropriations of funds for all fiscal periods during which this Agreement is scheduled to remain in effect; and (b) that County will not during the Term of this Agreement, give priority in the application of funds to any other functionally similar Agreement.

5. Expenses. CCR shall be responsible for its own expenses related to the services provided under this Agreement.

6. Duration and Termination. This Agreement shall be effective as of November 5, 2018, and shall continue through November 4, 2019. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve-month terms.

7. Assignment. CCR agrees, in addition to all other provisions herein, that it will not assign any portion or the whole of this Agreement without the prior written consent of the County.

8. Confidentiality. CCR shall not communicate, divulge, or utilize any confidential information concerning her activities, staff, volunteers, or other stakeholders, either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.

9. Remedies for Breach. CCR agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and failure to do so shall represent and constitute a breach of this Agreement. In such event, CCR consents and agrees as

follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to CCR; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from CCR all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs, and expenses.

10. **Severability**. If any covenant and other provision of this Agreement is found to be invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless otherwise expressly stated herein.

11. **Conflict of Interest**. CCR warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits or emoluments of this Agreement.

12. **Employment of Unauthorized Aliens Prohibited**. Pursuant to §285.530.1, RSMo, CCR assures that it does not knowingly employ, hire for employment, or continue to employ any unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, CCR shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13. Liability and Indemnification. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and CCR shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct, or omissions of CCR, its officers, employees, or agents during the performance of this Agreement.

14. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

10th day of DECEMBER, 2018.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI



W. Stephen Nixon  
County Counselor

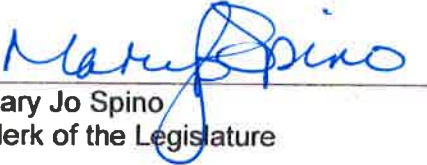


Bob Crutsinger  
Director of Finance and Purchasing

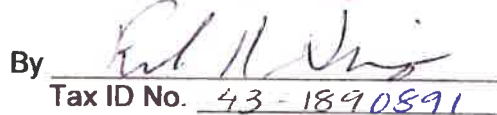
ATTEST:

CENTER FOR CONFLICT RESOLUTION

By 



Mary Jo Spino  
Clerk of the Legislature

By   
Tax ID No. 43-1890891

**REVENUE CERTIFICATE**

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$47,460.00 which is hereby authorized. Funding for years after 2018 is subject to appropriation in the County's then current annual budget.

12-4-2018  
Date

  
Director of Finance and Purchasing  
Account No. 010-4110-56790

41102018005 LA

Jackson County Community Outreach  
RFP No. 38-18

Scope of Service for  
Center for Conflict Resolution

The Center for Conflict Resolution will bring conflict resolution and restorative justice processes and training to residents in Northeast Kansas City, Missouri in Jackson County. Working with existing partners such as Northeast Middle and High Schools, Mattie Rhodes, N.E.A.T., and KCPD Community Interaction Officers, CCR will schedule, organize and facilitate periodic community conflict resolution and restorative justice trainings to equip community members with skills to positively affect the high level of crime and violence in their neighborhoods.

CCR will facilitate mediations when conflict arises between neighbors over property issues or interpersonal conflict. CCR will facilitate mediations between students, between students and adults in school and between family members of students in conflict when issues spill over to neighborhoods. CCR will facilitate restorative justice processes when harm occurs with referrals from police officers, prosecutors, businesses and self-referrals.

CCR will have one staff person who will coordinate the effort in the Northeast but all CCR staff will be available to participate in assisting residents with issues when they arise.

Jackson County Community Outreach

RFP No. 38-18

Center for Conflict Resolution

Proposed Pricing per year

Staffing costs	34,280
Training and outreach materials	3,500
Mileage	1,560
FICA	2,620
Insurance	2,400
Administrative costs	3,100
	<b>\$47,460</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 **Center for Conflict Resolution** 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, **Center for Conflict Resolution**, 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.)

Annette Lantz Simmons  
Authorized Representative's Signature  
Executive Director  
Title

Annette Lantz Simmons  
Printed Name  
11.12.18  
Date

Subscribed and sworn before me this 12<sup>th</sup> day of November, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Jan. 31, 2020.

Robert L. Thatch  
Signature of Notary

November 12, 2018  
Date

ROBERT L. THATCH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: 1/31/2020  
Commission # 12477597