

**COOPERATIVE AGREEMENT**  
Re-Entry Pilot Program

THIS AGREEMENT entered into this 19<sup>th</sup> day of February, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **ANDRE CARSON**, 13620 Lowell Ave., Grandview, MO 64030, hereinafter referred to as "Client Advocate."

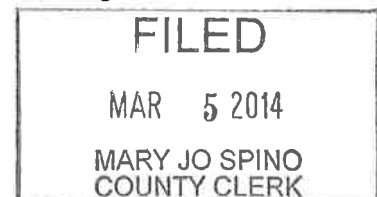
WHEREAS, the Jackson County Prosecuting Attorney's Office has developed the Jackson County Parole Re-Entry Pilot Program which will serve as a support system for ex-offenders transitioning from prison back into the community; and,

WHEREAS, Client Advocate has agreed to provide services under the Re-Entry Pilot Program in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 18380, dated February 3, 2014; and,

WHEREAS, Client Advocate 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 Client Advocate respectively agree as follows:

1. **Services.** Client Advocate shall work with the Prosecutor's Office and Probation and Parole an average of 30 hours per week to ensure a smooth transition from prison back into the community. Client Advocate will travel to the prison with the Probation Officer to set up the after care plan with the client. Upon release, Client Advocate will find resources to ensure a smooth transition from prison back into the community. Client Advocate will serve as a support system for these clients while going through the program and help ensure that they are provided all the tools to succeed and graduate from this



program, as is more fully described in the attached Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** Client Advocate shall work as an independent contractor and not as an employee of the County. Based upon his expertise and knowledge, Client Advocate 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. Client Advocate shall report all earnings received hereunder as gross income and be responsible for his own Federal, State and Local withholding taxes and all other taxes, and operate his 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 Client Advocate a fee of \$3,600.00. One twelfth of this sum, \$300.00, shall be paid on a monthly basis for each month under this Agreement upon receipt of Client Advocate's invoice. Client Advocate's invoice 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 Client Advocate'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 Client Advocate in writing of such occurrence. Upon such notification, this agreement may 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.** Client Advocate shall be responsible for his own expenses related to the services provided under this Agreement.

6. **Duration and Termination.** This Agreement shall commence as of January 1, 2014, and shall continue through December 31, 2014.

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

8. **Confidentiality.** Client Advocate 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.** Client Advocate 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, Client Advocate consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to Client Advocate; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Client Advocate 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**. Client Advocate 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 emoluments of this Agreement.

12. **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 Client Advocate 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 Client Advocate, its officers, employees or agents during the performance of this Agreement.


13. **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 19<sup>th</sup> day of February, 2014.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI

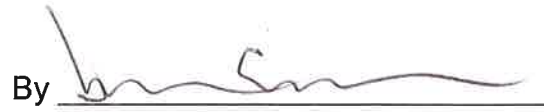
  
W. Stephen Nixon  
County Counselor

  
Michael D. Sanders,  
County Executive

ATTEST:

ANDRE CARSON

  
Mary Jo Spino  
Clerk of the Legislature

By   
Vendor ID: ANC13620

### REVENUE CERTIFICATE

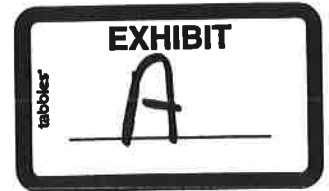
I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$3,600.00 which is hereby authorized.

February 25, 2014  
Date

  
Director of Finance and Purchasing  
Account No. 008-4156-56790

41562014 004

Andre Carson  
13620 Lowell Avenue  
Grandview, MO 64030



ReEntry Program  
Budget Proposal  
\$3600.00  
January 2014 – December 2014

As a ReEntry Client Advocate I will be providing the following services:

- Intake and assessments of clients making parole into the ReEntry program
- Make prison visits with Probation & Parole to make initial contact with clients
- Connecting clients with resources that will assist them in maintaining a successful parole
- Collaborate with other agencies on behalf of clients
- Collaborate with departments within Re Entry Program on behalf of clients
- Provide clients an example of what success after incarceration looks like
- Assist clients with furthering their education
- Assist clients in enhancing job skills
- Make home visits with parole officers for annual Call-in's