

COOPERATIVE AGREEMENT
DART Program Housing Inspector

THIS AGREEMENT entered into this 23rd day of December, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **THE CITY OF KANSAS CITY, MISSOURI**, Neighborhood and Community Services Department, 4900 Swope Parkway, 4th Floor Kansas City, MO 64130-2806, hereinafter referred to as "City."

WHEREAS, the Jackson County Prosecuting Attorney's Office has developed the Drug Abatement Response Team (DART) Program which is a multi-jurisdictional and collaborative initiative to target and close down drug houses within the city; and,

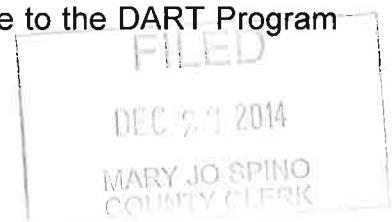
WHEREAS, the Kansas City, Missouri Neighborhoods and Housing Services Department has agreed to furnish a Housing Inspector assigned to the DART Program to assist and support the program by conducting inspections for housing and code violations on suspected drug houses and pursuing law enforcement proceedings; and,

WHEREAS, the City has agreed to provide services under the DART Program in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 18681, dated December 15, 2014; and,

WHEREAS, City 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 City respectively agree as follows:

1. **Services.** City shall work with the Prosecuting Attorney's Office by providing a housing inspector who will provide on-call assistance to the DART Program



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

2. **Independent Contractor.** City Housing Inspector shall work as an independent contractor and not as an employee of the County. Based upon its expertise and knowledge, City 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. City 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 City a fee of \$25,920.00. One twelfth of this sum, \$2,160.00, shall be paid on a monthly basis for each month under this Agreement upon receipt of City's invoice. City'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 execution of this agreement and the submission of City's first invoice, which may include months prior to execution of the Agreement dating back to the Agreement's effective date.

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 City 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.** City 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 July 1, 2014, and shall continue through June 30, 2015.

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

8. **Confidentiality.** City 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.** City 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, City consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to City; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from City 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.** City 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. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, City assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the

contracted services. Further, City 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.

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 City 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 City, 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 23rd day of December, ~~2013~~ ²⁰¹⁴.

APPROVED AS TO FORM

W. Stephen Nixon by W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

Michael D. Sanders
Michael D. Sanders,
County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

CITY OF KANSAS CITY, MISSOURI

By [Signature]
Fed. Tax ID: 44-600201

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 \$25,920.00 which is hereby authorized.

December 23, 2014
Date

[Signature]
Director of Finance and Purchasing
Account Number: 008-4156-56080

PC 41562014008



Neighborhood and Community Services Department

Neighborhood Preservation Division
4900 Swope Parkway, 4th Floor
Kansas City, Missouri 64130-2806

EXHIBIT A

Res. 18681

(816) 513-9010
Fax: (816) 513-9090

November 24, 2014

DART INSPECTOR OVERVIEW OF DUTIES

The City of Kansas City Neighborhoods and Housing Services Department will provide a well-qualified Housing Inspector to assist and support the Drug Abatement Response Team commonly known as DART. The scope of work is for the period from July 1, 2014 – June 30, 2015.

The Neighborhoods and Housing Inspector will assist DART as follows:

1. Background information on suspected crime-related properties will be collected, researched, evaluated with respect to compliance with local ordinances, codes and regulations.
2. Conduct inspections and investigations to determine the nature and scope of their environmental and housing problems. Those inspections and investigations will include addressing specific complaints of residential and commercial properties such as heating facilities, portable. Water supply, sewage disposal, ventilation, habitable living areas, etc.
3. These Violations, defects and/or problems at the suspected crime-related properties will be documented as appropriate and enforcement proceedings will be pursued and supported.
4. NHSD will issue work access permits at the request of property owners and with consultations with appropriate DART personnel. Copies of all issued work access permits will be forwarded to appropriate DART personnel at the time of issuance.
5. Pursuant to local ordinances, NHSD will conduct follow-up inspections and issue summons for violations of unabated violations in a timely manner.
6. NHSD will perform re-inspections at the request of property owners and issue certificates of re-occupancy if the requisite violations have been abated. Copies of the certificates of re-occupancy will be forwarded to appropriate DART personnel at the time of issuance.
7. Provide on-call assistance to DART in accordance to and as permitted by local ordinances. On-call assistance will include but will not be limited to direct assistance via inspections for housing code violations found in crime-related properties secured by the KCPD in the execution of search warrants.
8. Training by NHSD of DART members and DART support personnel, such as the KCFD, as requested, of Code regulations and violations. This role will include the creation, maintenance and distribution of an updated checklist developed to assist DART and KCPD.
9. Participation in DART sponsored training and cross training of DART members as well as participation in DART community presentations.

10. Provide liaison activities between DART and NHSD, regularly communicate with DART and provide professional recommendations regarding property conditions.
11. The Housing Inspector will be provided with the necessary resources and sufficient time to complete the paper work required for follow-up inspections.
12. Provide, as appropriate, support and testimony in the prosecution of municipal codes and housing cases and civil and criminal cases arising out of the DART.

It is understood that the Housing Inspector shall not be requested to conduct inspections that would place him or her in a dangerous situation or to perform activities outside the scope of housing inspections.

It is understood that the Housing Inspector will operate out of the NCSD office but will spend one (1) day in the field with DART for inspection purposes and work out of DART headquarters at designated times to issue work access permits. The Housing Inspector may also be assigned to work out of the DART headquarters an additional day of the week as needed for administration purposes. Days contemplated for inspections are Wednesdays and Thursdays respectively. Scheduled days for the issuance of work access permits will be set, but may vary according to the Inspector's schedule.

BUDGET

The NHSD component of DART will be conducted by a specially assigned Housing Inspector. It is expected that most duties will be performed during regularly scheduled hours. However, the Housing Inspector will operate under a flex-work schedule in order to cover certain activities which will, by necessity, be conducted during evening or weekend hours.

The proposed total NHSD DART budget, based on estimated salary and benefits is twenty-five thousand nine hundred twenty dollars (\$25,920.00).

<u>Inspector</u>	<u>Salary</u>	<u>Time Period</u>
James Charles Johnston	\$39,564.12 (Monthly Salary \$3297.01)	7/1/2014-8/23/2014
James Fain	\$48,540.12 (Monthly Salary \$4045.01)	8/24/2014-6/30/2015

WORK AUTHORIZATION AFFIDAVIT

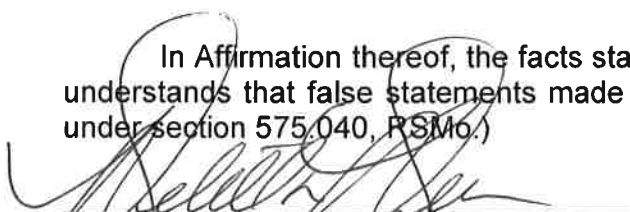

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.


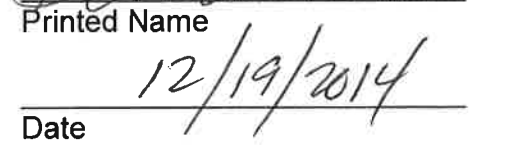
Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited 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 **City of Kansas City, Missouri**, 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, **City of Kansas City, Missouri**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Title


Printed Name

Date

Subscribed and sworn before me this _____ day of _____, 2014. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date