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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the Kansas City Metropolitan Crime Commission (KCMCC) and the Jackson County, Missouri Prosecutor's Office (JCP).

PURPOSE: The KCMCC and JCP wish to designate one prosecutor position for the purpose of performing the services hereinafter enumerated in relation to Project Safe Neighborhoods (PSN), with such additional duties and responsibilities as may be determined in the future by agreement of the parties.

AGREEMENT:

1. **Terms:** The term of this agreement shall be a twenty-four month (24) period commencing on or about October 1, 2010, or as soon thereafter as possible contingent on funding approval. Parties to the Agreement both agree that continuation of the agreement past the initial 24 month period will be contingent on the continued grant funding for PSN.

2. **Authority:** This MOA is established pursuant to the following provision(s):

BJA FY 2009 PSN B Grant Award Number 2009-GP-BX-0028 in the amount of \$10,000.00

And

BJA FY 2010 PSN - Grant Award Number 2010-GP-BX-0045 in the amount of \$70,000.00

3. **Services:** JCP agrees to provide the professional services of one prosecutor (hereinafter referred to as prosecutor) as established below and who will:

- a. Obtain appointment as a Special Assistant U.S. Attorney with the United States Attorney's Office for the Western District of Missouri.
- b. Perform all duties consistent with the prosecution of federal criminal charges related to, arising out of or in any way connected to firearms crimes as set forth in federal law or regulation.
- c. Provide creative input and direction for the Western District of Missouri PSN Task Force.
- d. Assist with the maintenance of any efforts to track statistics and

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MARY JO SPINO
COUNTY CLERK

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other measurement criteria for PSN within the Western District of Missouri,

- e. Fully comply with any Department of Justice Policy guidelines as set forth in the United States Attorney=s Manual and any policies of the U.S. Attorney=s Office for the Western District of Missouri.
 - f. Take all actions necessary to maintain compliance with any rules or policies governing the practice of law in the Western District of Missouri by a Special Assistant U.S. Attorney.
 - g. As an independent contractor, the prosecutor will provide this service from October 2010 through September 30, 2012, a 24 month period at the current reimbursement rate of \$3,333.33 per month. A work week is 40 hours, except during weeks that include a federal holiday, which would make a work week 32 hours.
4. **Relationship:** The prosecutor assigned to the PSN Task Force shall not be considered an agent or employee of the JCP or the KCMCC.
5. **Payment:**
- a. As payment for the above-described professional services rendered in accordance with this Agreement, the KCMCC shall disburse to JCP a maximum of \$80,000 within the 24 month period. JCP will submit invoices for salary and benefits on a monthly basis. The obligation of the KCMCC to disburse any funds to JCP is contingent on KCMCC receiving funds from PSN.
 - b. The obligation to make payments for professional services shall cease upon termination of the prosecutor's appointment as a Special Assistant U.S. Attorney.
6. **Program Audit:** This MOA and its procedures are subject to audit by the Department of Justice (DOJ) - Office of Inspector General, the General Accounting Office (GAO), and other authorized auditors. The JCP agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of time not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

7. **Office Space and Secretarial Support:** The prosecutor will be assigned to the Kansas City Office of the United States Attorney and shall have secretarial support consistent with other AUSAs in that office.
8. **Termination:** After the initial twelve (12) month term as provided in Section 1, this Agreement may be terminated by either party, at any time, without cause; provided however, should either party wish to terminate this Agreement, such party shall give fourteen (14) days written notice of intent to terminate the Agreement. In the event that the prosecutor is unable to perform his or her duties due to illness or injury for a substantial period of time, JCP agrees to provide another prosecutor to assume the duties of this Agreement. In addition, JCP shall reserve the right to withdraw from their obligations under this Agreement at any time, for any reason or for no reason at all, upon providing ninety-days (90) written notice of intent to withdraw to the other parties to this Agreement.
9. **Notice:** All notices required to be given hereunder shall be given in writing by telecopy, overnight mail, facsimile transmission, certified or registered mail, or by hand delivery at the respective addresses of the parties set forth herein or at such other addresses as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following address:

Jackson County Prosecutor's Office
415 E. 12th Street, 11th Floor
Kansas City, Missouri 64106
FAX: 816/881-3810

Kansas City Metropolitan Crime Commission
3100 Broadway, Suite 226
Kansas City, Missouri 64111
FAX: 816/960-6808

10. **Background Check:** Parties agree that this agreement is contingent on the passing of a provisional DOJ background check and will terminate immediately upon failure to pass a full background check.
11. **Miscellaneous Provisions:**
 - a. This document contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.
 - b. This Agreement may be amended by mutual written consent of all parties.

- c. JCP agrees to and shall indemnify, hold harmless, and defend KCMCC from and against any and all claims, losses, damages, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, and attorney=s fees for any and all injuries arising out of or in connection with the prosecutor=s employment, where such injuries are caused in whole or in part by the negligence of KCMCC and regardless of whether that negligence is the sole or concurring cause of the resulting damage(s).
- d. JCP does hereby release, acquit and forever discharge KCMCC of any and all debts, damages, claims, causes of action, suits, liabilities, and demands which might now exist or might subsequently accrue by reason of any matter or thing whatsoever, and particularly growing out of in any way connected with, directly or indirectly, this Agreement and/or services to be performed pursuant to the same, including, but not limited to, any claims for workers= compensation, health insurance or any other benefit provided to employees by KCMCC.
- e. Notwithstanding anything to the contrary contained within this Agreement, KCMCC and JCP hereby agree that no claim or dispute between KCMCC and JCP arising out of or in relation to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act or any applicable state arbitration statute.
- f. Neither the JCP nor the KCMCC shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the other parties.
- g. Failure of any party to insist on the strict performance of any of the provisions of this Agreement, herein, or to exercise any rights or remedies accruing there under upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by all appropriate remedies, strict compliance with any other obligations hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.
- h. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Missouri, regardless of the place of its execution or performance.

- i. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- j. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- k. The officers executing this Agreement on behalf of the parties hereto confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.
- l. This is an Agreement between the JCP and KCMCC and is not intended to confer any right or benefit to any private person or party.

12/30/10
Date

R.D. Easley
Richard D. Easley
President
Kansas City Metropolitan Crime Commission

11-22-2010
Date

James F. Kanatzar
James Kanatzar
Prosecutor
Jackson County, Missouri

12/17/10
Date

Michael Sanders
Michael Sanders
Jackson County Executive

APPROVED AS TO FORM
Jim G. Snyder
COUNTY COUNSELOR

ATTEST:
Mary Jo Spina
CLERK OF COUNTY LEGISLATURE