

COOPERATIVE AGREEMENT
(Restorative Justice Program)

THIS AGREEMENT entered into this 28th day of August, 2017, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as “the County,” and **CENTER FOR CONFLICT RESOLUTION**, 1734 E. 63rd 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 19539, dated July 31, 2017, pursuant to the terms and conditions of Request for Proposals No. 35-17; 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 the Neighborhood Accountability Board of the East Patrol Division of the Kansas City, Missouri Police Department to design and facilitate restorative justice workshops for community members, as is more fully described in the attached Exhibit A and incorporated herein by reference.



2. **Independent Contractor.** CCR shall work as an independent contractor and not as an employee of the County. Based upon his 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 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 CCR a fee not to exceed \$30,000.00. 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 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.** CCR shall be responsible for his own expenses related to the services provided under this Agreement.

6. **Duration and Termination.** This Agreement shall be effective as of August 1, 2017, and shall continue through June 30, 2018. Upon mutual agreement of the parties, this Agreement may be renewed for one additional twelve-month period.

7. **Assignment.** CCR 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.** 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 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 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, 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

28th day of August, 2017.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

Frank White, Jr.
Frank White, Jr.
County Executive

ATTEST:

CENTER FOR CONFLICT RESOLUTION

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

Annette Santy
By Pat K. Sir
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 \$30,000.00 which is hereby authorized.

August 23 2017
Date

[Signature]
Chief Financial Officer
Account No. 010-4110-56790

PC 41102017002

2.0 SCOPE OF SERVICES

2.1 General Requirements:

2.1.1 The program must incorporate principles of Restorative Justice which involve the person who caused harm, community members affected by the harm and often the person who was harmed or their representative.

The Center for Conflict Resolution (CCR) is based on Restorative Justice (RJ) principles that state that people and communities want to and are capable of solving issues of harm when given the opportunity to do so. One of the principles of RJ is that everyone affected by harm; victim, offender and the community come together for a fully restorative process that concludes with a plan to make as right as possible the harm that occurred. Whenever possible, CCR processes involve all stakeholders.

2.1.2 Restorative Justice processes require facilitation in a manner that insures that all voices are heard and all are involved in making as right as possible the harm done.

In CCR processes, all voices are valued and human dignity is upheld in the conversations that occur. Participants report that RJ processes seem more fair, more inclusive and participants often are able to move forward from harm in positive ways.

2.1.3 Restorative Justice processes may involve additional intake, planning and follow-up.

CCR has 5 years of experience with intake, planning, implementation and follow-up for the proposed process and is fully capable of managing the complex process.

2.2 Program Requirements

2.2.1 The Successful Respondent must plan, design and facilitate a Restorative Justice Workshop for community members.

CCR has trained over 300 Kansas City community members in a 7 hour Neighborhood Accountability Board (NAB) workshop. Workshop participants become familiar with the theory and practice of Restorative Justice and how it works as a companion with the Criminal Justice system. The workshop participants learn active listening skills and ways to empower those who participate in the NAB process so they are cooperatively involved in solving the issues created by harm. NAB community members trained during the workshop are then eligible to represent the community in an NAB process. CCR has four trainers available to facilitate the workshop, three of which either hold master's degrees or are pursuing master's degrees in Restorative Justice and Conflict Transformation. All CCR facilitators are qualified and experienced in facilitating RJ processes in general and NABs in particular.

2.2.2 The Successful Respondent must choose and train community volunteers that will serve as NAB Board Members.

CCR currently manages a trained NAB pool of community participants for KCMO Municipal Court misdemeanors and continues to increase service as new connections and neighborhoods show interest. An additional component will be added to the training for this program that will educate community members about representation and restitution requirements for felony cases. CCR will work with our contact in the Jackson County Prosecutor's office to enrich our existing training.

2.2.3 The Successful Respondent must facilitate all logistics of meetings, ongoing training and expectations of the program.

A qualified and experienced CCR staff member will plan and execute trainings, and manage the logistics of each NAB process; securing space, community participants and pertinent core participants. Additional trainings will be held to compliment the existing pool of community board members when needed. The participants in each process will determine the indicators of a successful outcome. CCR will follow up with the core participants to monitor and evaluate the NABs. Evaluations following community trainings will also be administered to insure that any necessary improvements or changes are made.

2.2.4 The Successful Respondent will have a staff member that will facilitate the NAB Board.

A qualified and experienced CCR staff member will facilitate each NAB process, record and report outcomes and manage follow-up communication with core participants and with the County.

2.2.5 The Prosecuting Attorney's office will identify the appropriate cases for the NAB process and refer them to the Successful Respondent.

CCR will appoint one staff member to be the main point of contact for the Prosecutor's Office, who will be easily accessible via email, fax or phone to receive cases and begin the NAB process. CCR will respond to each referral within 24 hours during business hours and the next business day if a weekend or holiday falls within the time-frame.

2.2.6 There will be no in-kind assistance from the Prosecuting Attorney's Office.

CCR will process and manage the NAB's without in-kind assistance from prosecutor. Referral information will include core participant contact information; phone numbers and street address.

2.2.7 The Successful Respondent will be responsible for contacting participants and facilitating the NAB process which will determine the restitution for that participant.

CCR makes initial contact with core participants via phone for expediency. A secondary means of contact is a post card mailed to the participant's street address. Every effort to reach participants, victims and offenders is made within the first 48 hours upon referral from the Prosecutor. Some cases require specific restitution, as noted by the prosecutor. CCR is experienced with helping community members and core participants come to conclusions and make plans for restitution that meet the needs of all affected parties and that assist them in moving forward without further incident.

2.2.8 The Successful Respondent will provide the Prosecuting Attorney's Office with monthly invoices that include the names and outcomes of each case that has been completed and the number of hours that were dedicated to cases in which the offender does not show up for the NAB.

CCR has an effective and efficient process for keeping records and reporting information and outcomes pertinent to the NAB process. A spreadsheet has been created to document the names, outcomes, hours dedicated to the process and the attendance status of offender. This will be done for each referral and therefore will be easily retrieved for the monthly invoice.

2.3 Respondents Requirements:

2.3.1 The Successful Respondent must have extensive experience in training and forming NAB Boards in Jackson County, Missouri.

CCR has extensive experience in Conflict Resolution and Restorative Justice (RJ) training in schools, families, churches, businesses, neighborhoods and communities. Since 2000, CCR has trained an estimated 10,000 children, youth and adults in Kansas City and surrounding areas. Our experience with managing the city prosecutor's NAB program and the KCMO Neighborhoods and Housing department's NAB program uniquely qualifies CCR to deliver this program in the KCMO East Patrol Zone. CCR has shown longevity and professionalism in the way we plan, support, deliver and follow through with training and RJ processes.

2.3.2 All members of the Successful Respondent's team must have training and/or degrees in Restorative Justice or Conflict Transformation.

CCR is the only full-scope Conflict Resolution and Restorative Justice organization in the Kansas City area. All staff members have a 40-hour Interpersonal Conflict Resolution and Mediation training that results in certification in Kansas and Missouri for Mediation. Additionally, one staff member holds a master's degree in Restorative Justice and one staff member will graduate with a master's in RJ in the Spring of 2018. The Executive Director, who is also a practitioner, holds a master's degree in Conflict Transformation and is working toward certification as a trainer for the STAR (Strategies in Trauma Awareness and Resilience) program at the Center for Justice and Peacebuilding in Harrisonburg, Virginia. A fourth staff person is currently attending classes at Eastern Mennonite University (EMU), working toward a certificate in Peace Education. Staff members continue to receive continuing education from EMU and are members of the Missouri Restorative Justice Coalition, Association for Missouri Mediators and Heartland Mediators Association.

4.7.4 Description of the Respondent's General Background.

Center for Conflict Resolution (CCR) formerly known as the Community Mediation Center has been in the Kansas City Metro since 2000. From the beginning, CCR has provided restorative justice practices such as victim - offender dialogue, which is the model for our current NAB process. With a focus on creating more peaceful communities, CCR has expanded to include trainings to equip community members in schools, prisons, neighborhoods and courts to find creative solutions to address harm. CCR believes in providing information and an atmosphere where people feel empowered to mindfully create plans to move forward from harm peacefully.

CCR employs 10 full and part-time employees and works with about 30 trained mediators who enhance our effectiveness and capabilities. CCR affiliates are trained to present impartial, professional, effective and confidential processes while maintaining strong ties to courts, police officers, prisons, neighborhood associations, city officials and school districts. CCR staff and affiliates are a diverse and inclusive group of people who know RJ to be helpful in bridging racial, economic and connective disparities thus helping people create solutions that are that just and meet the needs of all involved when harm occurs.

4.7.5 Experience and Qualifications: Respondent shall detail their experience and qualifications.

CCR's experience with Community Justice, or Neighborhood Accountability Boards (NAB) began with a request from a Kansas City prosecutor for first-time, low-level

offenders. 50% of the cases referred ended in an NAB process. Of those cases, 85% reached agreements and completed the steps outlined in the agreement for restitution and other activities to make as right as possible the harm that occurred. Some of the additional activities expected from offenders are community service that pertains to the harm, completing a GED by a certain date, speaking at events that highlight Restorative Justice or enrolling or staying in school. Two staff members have experience with a juvenile Victim Offender Dialogue (VOD) program in Clay County. CCR staff have been involved in several high level VOD cases in the area and is the organization that is called upon to train others in Victim Offender Dialogue in Western Missouri and Eastern Kansas.

4.7.6 Staff Capabilities: Respondent shall list all staff that will be working on any contract resulting from this Request for Proposal. Name, Title and a Brief Resume of all staff shall be included. Any changes of Key staff prior to or after award are subject to the County's written approval.

Primary NAB Facilitators:

Annette Lantz Simmons, M.A.-Executive Director

With CCR since 2006

Executive Director since 2013

Bachelor's Degree in Business Administration

Master's Degree in Conflict Transformation

STAR (Strategies in Trauma Awareness and Resilience) practitioner, certification in process

Mediated more than 300 cases for family court, neighborhoods, businesses

Facilitated more than 200 trainings in Conflict Resolution, Mediation, NAB, Circle

Facilitation, Re-Think Conflict (anger management) and Restorative Justice

Greg Winship, M.A.-Training Manager and Restorative Justice Strategist

With CCR since 2013.

Bachelor's Degree in Business Administration

Master's Degree in Restorative Justice

STAR practitioner

Mediated more than 100 cases

Facilitated more than 100 trainings

Deborah Bayless, M.A. Candidate-Program Strategist and Facilitator

With CCR since 2004

Bachelor's Degree in Early Childhood Development

Master's Degree in Restorative Justice – December 2017

STAR practitioner

Mediated more than 300 cases

Facilitated more than 30 trainings

Secondary NAB Facilitators:

Jackelyn Buycks-School Coordinator and Mediator/Facilitator-with CCR since 2015.

Garry Buycks, Jr-School Facilitator and Mediator/Facilitator-with CCR since 2016.

Joanie Levenson, M. Div. Office Coordinator and Intake specialist-with CCR since 2015.

Judy Heath-School Facilitator and Mediator/Facilitator-with CCR since 2010

Brian Goines-Mediator/Facilitator and Circle Facilitator-with CCR since 2013

Venus Goines-Mediator/Facilitator and Circle Facilitator-with CCR since 2013

4.7.7 References: The Respondent shall include a minimum of three references on projects similar to this one. References shall include the following information:

4.7.7.1 Reference Name and Project Description:

Neighborhood Accountability Board for Municipal Court in Kansas City. Receive referrals from Abby Mueller to do NAB's for low level misdemeanors. Offender meets with victim if available along with NAB members to come up with a plan to make right the harm they caused and find ways to prevent it from happening again. This program was developed by CCR, based on a program in St. Louis.

Neighborhood Code Accountability Board for Neighborhood and Housing Department. Receive referrals from the city codes inspectors as well as citizen referrals to schedule an NAB to process code violations and empower citizens along with their neighbors to find long term solutions to correct and prevent the violations in the future. CCR developed this program.

Neighborhood mediations referred from KCMO Animal Health Department. The city office sends CCR information about a complaint. CCR contacts parties about participating in mediation to address the complaint. CCR developed this program.

Victim- offender Dialogue and Community Justice Boards for Office of Dispute Resolution Services. Case referred to contractors to facilitate and provide restorative justice services to offenders and their victims.

4.7.7.2 Contact Person for Reference, Including Name, Title, Telephone Number and Email Address

Abby Mueller-Assistant City Prosecutor Law Department Municipal Court City of Kansas City, Mo. Email: abby.mueller@kcmo.org Phone: 816-513-6742 Fax: 816-513-6788

Deletta Dean-Assistant Director of Neighborhood And Community Services Department. 816-513-3220 email: deletta.dean@kcmo.org.

Kathleen Bird-Director of Office of Dispute Resolution Services in Clay County, MO. 816-781-8400. kathleen.bird@courts.mo.gov

4.7.8 Detailed Narrative on Respondent's Understanding of Scope of Services

1. CCR plans, designs and facilitates a six-hour restorative justice workshop for community members. Opportunities for training come from referrals from the prosecutor's office, neighborhood groups, businesses or churches.
2. Prosecutor's office identifies appropriate cases for the NAB process and notifies the offender and the victim of the possibility of diversion.
3. Prosecutor's office notifies CCR and supplies names and contact information of possible NAB participants.
4. CCR contacts the parties to gain participation and notifies the Prosecutor's office of a positive response. Prosecutor's office continues the case to await outcome of NAB when necessary.
5. CCR schedules the place and time and enlists participants from the trained community volunteers to serve as board members. A CCR staff member facilitates the board.
6. CCR notifies the Prosecutor's office when offender's restitution/agreement has been completed and the case is dismissed. If restitution/agreement is not completed, the Prosecutor's office continues the case as they deem necessary.
7. CCR invoices the Prosecutor's office monthly and includes names and outcomes of each case that has been completed and number of hours dedicated to the case.

Center for Conflict Resolution
1734 E. 63rd St., Suite 305
Kansas City, MO 64110
816-461-8255

Exhibit B

Proposal No. 35-17

4.7.10 Pricing: proved pricing in a separate sealed envelope within the original Request for Proposal package. Copies shall not have pricing information. Pricing shall be a fixed, all inclusive fee to include all professional services and support.

\$800 for 6-hour NAB training includes planning, recruitment, registration and materials
(\$67/hr for 12 hours of staff time)

\$300-Each completed case

\$100-Each incomplete case that involves staff time

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
8.17.17
Date

Subscribed and sworn before me this 17th day of August, 2017. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 12/27/2018.

Michelle A. Haughey
Signature of Notary

8/17/2017
Date

MICHELLE A. HAUGHEY
Notary Public - Notary Seal
State of Missouri, Jackson County
Commission # 14497465
My Commission Expires Dec 27, 2018