

COOPERATIVE AGREEMENT
Re-Entry Pilot Program

THIS AGREEMENT entered into this 14 day of Feb., 2012, 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."

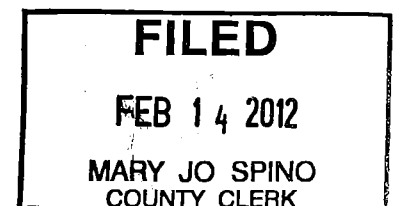
WHEREAS, the Jackson County Prosecuting Attorney's Office has developed the Jackson County Parole Re-Entry Pilot Program which will serve as a support system for ex-offenders transitioning from prison back into the community; and,

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 17791, dated January 17, 2012; 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 \$36,306.60. One twelfth of this sum, \$3,025.55, 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, 2012, and shall continue through December 31, 2012.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
this 14 day of Feb., 2012.

APPROVED AS TO FORM

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

ANDRE CARSON

By Andre Carson
492-70-7207
Federal ID or S.S. #

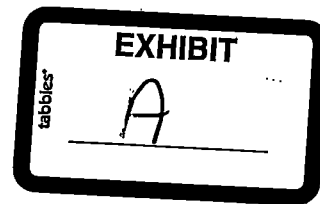
REVENUE CERTIFICATE

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 \$36,306.60 which is hereby authorized.

February 14, 2012
Date

Director of Finance and Purchasing
Director of Finance and Purchasing
Account Number: 010-4141-56790

41412012001



Proposal

Data shows that 97% of offenders incarcerated in the State of Missouri will someday return to Missouri Communities and 34% of offenders released return to prison after being released. On average 2000 Missouri parolees reside in Jackson County at any given time. After release from prison many offenders face a myriad of challenges that impedes or jeopardizes public safety if not addressed. These challenges range from employment an education to housing, mental health issues and challenges with respect to reconnecting with families. Often these challenges prove insurmountable and can lead the offender back to criminal thinking and soon after actual criminal behavior. In 2008 on average 29% of the offenders released from MO department of corrections returned to prison within one year of being released and 41% returned within two years. The MO department of corrections has implemented various initiatives aimed at addressing these problems including the development of transitional housing units also know as the THU, increased the number of certified labor programs within institutions and has developed other critical resources as a result of MO department of corrections partnership through the MO reentry Process, such as the ability to provide offender identification prior to release.

The purpose of the Jackson County Parole Reentry Pilot Project is to utilize a targeted strategy for parole releases in Jackson County which supports public safety through a continuum of care in the reentry process for the offender's transition from prison into the community.

This contract will provide reentry services by working with the Prosecutor's Office and Probation & Parole to ensure a smooth transition from Prison back into the community. Will travel to the prison with the Probation Officer to set up the after care plan with the client. Upon release, will find resources to ensure a smooth transition from Prison back into the community. These resources will include inpatient referrals, housing, utility assistance, medical needs, substance abuse treatment, counseling of any sort and any other resources the client may need. Will also be setting the clients up with any life skills classes they may need. This would include Anger Management, Coping Skills, Budgeting, Time Management, Job Search, Resume Building, and Parenting classes. It will be crucial to attend all court dates and all staff meetings. 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.

Budget

\$3,025.55 per month x 12 months = \$36,306.60