

COOPERATIVE AGREEMENT
NoVA Fiscal Agent

THIS AGREEMENT entered into this 19th day of April, 2013, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **KANSAS CITY METROPOLITAN CRIME COMMISSION**, 3100 Broadway, Suite 226, Kansas City, MO 64111, hereinafter referred to as "Crime Commission."

WHEREAS, the Jackson County Prosecuting Attorney's Office is participating in No Violence Alliance (NoVA) Project, a collaborative initiative between key law enforcement leaders in Kansas City, the regional administrator of probation and parole, and the U.S. Attorney's Office, to reduce violent crime in Kansas City's urban core through a mix of law enforcement and social service components; and,

WHEREAS, the Kansas City Metropolitan Crime Commission is the designated fiscal agent for grant funds provided by the Kansas City Local Initiatives Support Corporation (LISC) in support of the NoVA Project; and,

WHEREAS, as part of this project, Crime Commission will furnish a fiscal agent to coordinate social service resource delivery and case management for NoVA clients; and,

WHEREAS, Crime Commission 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 the Crime Commission respectively agree

<p>FILED</p> <p>APR 19 2013</p> <p>MARY JO SPINO COUNTY CLERK</p>
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as follows:

1. **Services.** The Crime Commission will provide a Fiscal Agent to perform administrative services in connection with the NoVA Project, as is more fully described in the attached Exhibit A, and incorporated herein by reference.

2. **Independent Contractor.** The Crime Commission shall work as an independent contractor and not as an employee of the County. Based upon its expertise and knowledge, the Crime Commission 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. The Crime Commission 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 Crime Commission a fee of \$5,831.00. One quarter of this sum, \$1,457.75, shall be paid each quarter under this Agreement upon receipt of Crime Commission's invoice. Crime Commission'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 Crime Commission's first invoice.

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 Crime Commission 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.** Crime Commission 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 January 1, 2013, and shall continue through December 31, 2013.

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

8. **Confidentiality.** The Crime Commission 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.** The Crime Commission 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, the Crime Commission consents and agrees as follows:

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

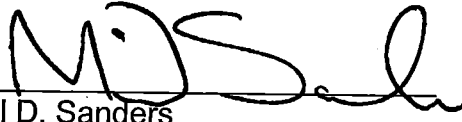
13. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and the Crime Commission shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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 the Crime Commission, 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 19th day of April, 2013.

JACKSON COUNTY, MISSOURI

KANSAS CITY METROPOLITAN
CRIME COMMISSION

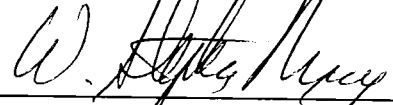
By 
Michael D. Sanders
County Executive

By 
KCMCC-V.P.
Federal Tax I.D. Number 44-0540176

ATTEST:

APPROVED AS TO FORM

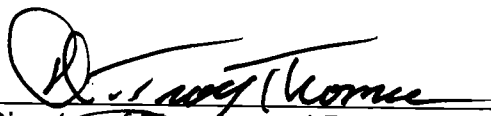

Mary Jo Spind
Clerk of the Legislature


W. Stephen Nixon
County Counselor

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 \$5,831.00 which is hereby authorized.

April 12, 2013
Date


Director of Finance and Purchasing
Account Number: 008-4156-56789

41562013005



The Kansas City Metropolitan Crime Commission
 A Citizens Crime Commission
 Since 1949
 3100 Broadway, Suite 226
 Kansas City, MO 64111
 Phone 816-950-6800 Fax 816-960-6808
 www.kc-crime.org

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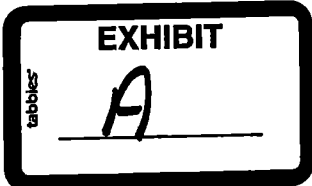
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ALVIN BROOKS



March 15, 2013

Jean Peters-Baker
 Jackson County Prosecutor's Office
 415 E. 12th Street, 11th Floor
 Kansas City, MO 64106

Dear Ms. Peters-Baker,

As fiscal agent for the NoVA Project, we were proud to assist in the selection process and hiring of the new NoVA Social Services Supervisor, Ms. Theresa Britt-Lewis. We have successfully processed the \$58,311 made available by Jackson County and have in place an employment contract with Ms. Britt-Lewis. As you are aware, the fiscal agent costs to the Crime Commission (KCMCC) are 10% of the total or \$5,831. We'd like to request payments be made quarterly for these services @ \$1,457.75 per quarter beginning as soon as possible for the first quarter January-March 2013.

Sincerely,

Barry C. Mayer, Vice President



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A Citizens Crime Commission
Since 1949
3109 Broadway, Suite 226
Kansas City, MO 64111
Phone 816-660-6800 Fax 816-660-6808
www.kc-ccca.org

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ALVIN BROOKE

November 19, 2012

Ms. Jean Peters-Baker
Jackson County Prosecutor's Office
415 East 12th Street, 11th Floor
Kansas City, Missouri 64106

Dear Ms. Peters-Baker,

Please accept this letter of support for pursuit of funding for the NoVA project. The Kansas City Metropolitan Crime Commission (KCMCC) is the designated fiscal agent for this anti-violent crime initiative.

There is a critical need to select and hire a qualified supervisor to lead and guide the caseworkers needed to coordinate social service resource delivery and case management for NoVA clients.

The KC Local Initiatives Support Corporation (LISC) has awarded a grant to the NoVA project but is strongly encouraging matching dollars be sought from participating agencies. There is a need for annual salary and FICA costs to be reimbursed to KCMCC for this position from Jackson County as a participating agency.

The Crime Commission agrees to participate in the advertising, selection and employment of the best candidate who would be immediately assigned to the Client Advocacy Center located on the 10th Floor of the Jackson County Courthouse. The Crime Commission would rely on our knowledge and expertise in the field of reentry through our current Second Chance Program to help make this selection and appointment.

If you have any questions, please do not hesitate to contact myself, or Richard Easley, KCMCC President.

Sincerely,

Barry C. Mayer, Vice President
Kansas City Metropolitan Crime Commission

Exhibit B

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 **Kansas City Metropolitan Crime Commission**, 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, **Kansas City Metropolitan Crime Commission**, 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.)

Barry C. Mayer
Authorized Representative's Signature

Barry C. Mayer
Printed Name

Vice President
Title

4/2/13
Date

Subscribed and sworn before me this 2nd day of April, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on January 8, 2017.

Brett Zier
Signature of Notary

Date
BRETT ZIER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires January 08, 2017
Commission Number: 13457134