

**COOPERATIVE AGREEMENT**  
SMART Prosecution Program

THIS AGREEMENT entered into this 24th day of May, 2017, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as “the County,” and **RYAN SAMUELSON**, 3957 Warwick Blvd. Apt. 1, Kansas City, MO 64111, hereinafter referred to as “Community Engagement Coordinator.”

WHEREAS, the Jackson County Prosecuting Attorney’s Office received the SMART Prosecution Grant from the U.S. Department of Justice 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, a portion of this grant is to be used to provide funding for a Community Engagement Coordinator for the East Patrol Pilot Project to assist with geographic-based prosecution in Kansas City’s most violent areas; and,

WHEREAS, Community Engagement Coordinator has agreed to provide services under this program in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 19492, dated May 22, 2017; and,

WHEREAS, Community Engagement Coordinator 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 Community Engagement Coordinator respectively agree as follows:

1. **Services.** The Community Engagement Coordinator shall work with the



SMART Prosecution Grant team with his time divided between the Kansas City Police Department's SMART Policing Grant, as is more fully described in the attached Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** Community Engagement Coordinator shall work as an independent contractor and not as an employee of the County. Based upon his expertise and knowledge, Community Engagement Coordinator 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. Community Engagement Coordinator 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 Community Engagement Coordinator at the rate of \$28.85 per hour for no more than eight hours per week, in a total amount not to exceed \$7,650.00 during 2017, and \$24,000.00 over the life of this Agreement. The Community Engagement Coordinator shall invoice the County monthly and said 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 Community Engagement Coordinator'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 Community Engagement Coordinator 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**. The Community Engagement Coordinator 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 May 15, 2017, and shall continue until December 31, 2018.

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

8. **Confidentiality**. The Community Engagement Coordinator 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 Community Engagement Coordinator 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, Community Engagement Coordinator consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to Community Engagement Coordinator; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Community Engagement Coordinator 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.** Community Engagement Coordinator 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 Community Engagement Coordinator 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 Community Engagement Coordinator, his officers, employees or agents during the performance of this Agreement.

13. **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

24th day of May, 2017.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI


  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

  
\_\_\_\_\_  
Frank White, Jr.  
County Executive

ATTEST:

RYAN SAMUELSON

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

By   
\_\_\_\_\_  
Tax ID: XXX-XX-3899

**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 \$24,000.00 which is hereby authorized.

May 26, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Financial Officer  
Account No. 010-4110-56790

PC 41102017001

## **Community Engagement Coordinator**

### **Job Description:**

The Community Engagement Coordinator ("CEC") will work with the SMART Prosecution Grant team. He will divide time with the Kansas City Police Department's SMART Policing Grant. The CEC will spend eight hours per week, at a rate of \$28.85 per hour, working on projects for the SMART Prosecution Grant. He will be responsible for building alliances between East Patrol-based prosecutors and community members, neighborhood associations and other key community institutions. Toward these ends, the coordinator will also direct a social media campaign highlighting positive things the Prosecutor's Office are doing in East Patrol. The CEC will help identify key community crime concerns, communicate East Patrol Prosecution team goals and strategies to reduce crime, as well as inform the community of prosecution efforts and engage victims and witnesses.

### **Service Deliverables:**

1. Attend meetings with key community actors in East Patrol, including relevant neighborhood associations.
2. Meet with victimized neighbors when needed.
3. Direct social media campaign, including gathering and disseminating media highlighting positive efforts by the Prosecutor's Office in East Patrol.