

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is hereby made and entered into this 31st day of December 2014, by and between The Research Foundation of the City University of New York c/o John Jay College of Criminal Justice, the Center for Crime Prevention and Control (collectively referred to as "Research Team"), and Jackson County, Missouri ("Jackson County"), the City of Kansas City, Missouri ("KCMO") ,and Board of Police Commissioners, the governing body of the Kansas City, Missouri Police Department ("KCPD"), for the period of 18 months beginning July 1st, 2014 and ending December 31st, 2015.

Whereas, Jackson County, KCMO and KCPD, parties to this Agreement, will be referred to in this Agreement as Kansas City No Violence Alliance ("KC NoVA").

Whereas, KC NoVA is a collaborative effort between Jackson County, KCPD, the City, certain Federal agencies, and social service communities to reduce homicides and violent crime in the urban core.

Whereas, KC NoVA members include, in part, the Kansas City, Missouri Police Department, the Jackson County Prosecutor's Office, and the City of Kansas City, Missouri.

Whereas, KC NoVA is a member of the National Network for Safe Communities ("National Network"); membership is free. Membership includes access to distance learning, workshops, webinars, strategy implementation guides and other membership benefits. The National Network is part of and associated with the Research Team.

Whereas, KC NoVA believes it will further their effort to reduce violent crime by working with the Research Team to develop a group violence prevention strategy.

Whereas, the Parties agree to develop a group violence prevention strategy ("GVRS") of the National Network for Safe Communities, a project of the Center for Crime Prevention and Control which will be applicable to all areas of the City of Kansas City, Missouri, with gang violence.

NOW, THEREFORE, IN RECOGNITION OF THE FORGOING, THE PARTIES TO THIS MEMORANDUM OF AGREEMENT AGREE AS FOLLOWS:

Sec. 1 KC NoVA Project Assistance Goals

KC NoVA will provide the following:

1. Designate a Project Manager to participate in the planning and management of this Agreement to coordinate activities of KC NoVA.
2. Establish an operational organizational chart identifying all partners involved in the implementation process and reporting structure.
3. Work with the Research Team to ensure implementation fidelity.



4. Establish an interagency law enforcement operation team responsible for executing enforcement.
5. Develop and implement the tracking of group/gang related violence activities (gang score card) within 4.5 months of this MOA.
6. Develop and implement custom notifications.
7. Provide, at least, monthly reports to the Research Team, including but not limited to the following items:
 - a. Short written summary of the program activities including call-in and offender notifications;
 - b. Stats of group member involved (GMI) homicides and shootings;
 - c. Status of core enforcement promises; and
 - d. Status of group members in services.

Sec. 2. National Network Project Assistance Goals

The Research Team staff under the direction of David Kennedy will provide intensive strategic assistance to help key KC NoVA partners and stakeholders—including law enforcement, service providers, and community leaders—shift the way that they work together to communicate to violent street groups and deliver on promises of violence reduction. The following are seven key components in the National Network's strategic assistance process:

1. **Governance Support:** The Research Team will train and support the designated full-time, Kansas City-based project manager to coordinate implementation of Group Violence Intervention ("GVI") on behalf of the KC NoVA during the term of this Agreement. The Research Team will work closely with the project manager to provide a comprehensive understanding of the GVI theory and the steps to effective implementation as well as guide the project manager's effective operation within law enforcement, social service and community circles. In addition, the Research Team will work with the project manager to review the Working Group of key law enforcement principals, community leaders, and service providers committed to the successful implementation of GVI. This Working Group will be responsible for carrying out the strategy in their respective domains, with the guidance of the project manager.
2. **Data Review:** Research Team staff will make one onsite visit to conduct a review of KC NoVA's problem analysis. The Research Team research team will provide feedback and evaluation of the KC NoVA's s audit of active violent street groups and review of violent incidents in the target districts to ensure fidelity to the GVI model of data collection and make programmatic recommendations, as necessary.
3. **Executive Implementation Support:** Director David Kennedy will participate in an official public presentation event to reinitiate implementation and provide a workshop in Kansas City for key executive stakeholders in this project (i.e., multi-agency law enforcement leadership, community leadership, and social service representatives). This will be an opportunity to discuss with KC NoVA Kansas City leadership the

additional innovations and investments that can be made to bolster and support the intervention (e.g., police legitimacy training, media outreach, etc.). The Director, Mr. Kennedy, will also support the larger project as an executive and will be available to conduct individual meetings with stakeholders and media.

4. **Distance Strategic Assistance:** Research Team staff with experience will conduct dedicated one-hour bi-weekly calls with the project manager and key partners to guide the redesigned strategy implementation of KC NoVA, plan and support additional investments in the comprehensive strategy, and provide expert guidance on any challenges. The Research Team will also provide tools to facilitate bi-weekly reporting on key processes and outcomes associated with successful implementation.
5. **Conduct One Specialized Workshop:** Research Team staff and expert advisers will conduct a specialized workshop to support the Kansas City implementation team. Depending on implementation needs, workshop topics may include strategic law enforcement, enhancing police legitimacy, providing support and outreach for a highly active target population, and activating community moral voices. The workshop is an opportunity for key KC NoVA staff to learn from National Network staff and other seasoned experts with experience implementing the strategy in other jurisdictions.
6. **Support Implementation of Custom Notifications:** Research Team staff will work with the project manager and the Working Group to design and implement "custom notifications," a method of individualized communication with high-risk people as an element of the core GVI strategy. Custom notifications are an example of an innovation developed several years ago that has become a standard part of the comprehensive violence prevention strategy.
7. **Provide Peer Support and Collaborative Learning Opportunities:** Peer support and collaborative learning opportunities are the backbone of the Research Team, facilitating the spread of best practices and innovations from city to city and helping jurisdictions new to the strategy learn from practitioners with firsthand experience. Under this proposal, the Kansas City partnership will participate in Research Team working sessions and Peer Exchanges. Kansas City will have an opportunity to participate in at least two Research Team working Sessions and or peer exchanges.

Sec. 3. Project Costs and Deliverables

KC NoVA shall pay the total sum of \$100,000 to the Research Team for the Research Team to timely perform the scope of services in this Agreement for the period of July 1, 2014 through December 31, 2015. KC NoVA shall make three installment payments to the Research Team in accordance with the schedule set forth below. The following stages represent a deliverable based payment timeline for services the

Research Team will support under this proposal toward long-term implementation of GVI in Kansas City:

Deliverable stage 1:

- Begin biweekly technical advising and support;
- Begin design and implementation of custom notifications;
- Review and provide recommendations on governance and operational structure;
- Provide access to National Network peer exchange to observe call-in in a peer city.

Deliverable stage 2:

- Provide on-going biweekly technical advising;
- Review KC NoVA group audit and incident review data and provide written recommendation, as needed;
- Provide one on-site visit to Kansas City to provide call-in fidelity;
- Provide access to National Network working session;
- Support the design and implementation of a topic specific workshop/webinar/training to support KC NoVA's implementation, if needed;
- Review and provide written feedback to KC NoVA support and outreach structure.

Deliverable stage 3:

- Provide on-going biweekly technical advising;
- Enhance current "call-in" model used by KC NoVA;
- Provide access to Research Team peer exchange in support of implementation;
- Provide access to Research Team working session;
- Support the design and implementation of a topic specific workshop/webinar/training to support Kansas City's implementation, if needed.

On behalf of KC NoVA, Jackson County, KCMO, and the KCPD will pay the Research Team a total amount of \$100,000 as set forth below. The check should be made payable to "Research Foundation of The City University of New York on behalf of John Jay College of Criminal Justice." The Agreement may be renewed, or may be adjusted to reflect a different level of membership in the National Network for Safe Communities. The following payment schedule with the corresponding party responsible for payment shall apply:

30 days following execution of this Agreement: \$33,333.34

Jackson County (Prosecutors Office)
415 E. 12th Street
Kansas City, MO 64106

February 1st, 2015

\$33,333.33
City of Kansas City Missouri
414 E. 12th Street
Kansas City, MO 64106

July 1st, 2015

\$33,333.33
Kansas City Police Department
1125 Locust
Kansas City, MO 64106

Sec. 4. Defense and Indemnification

No party to this Agreement shall assume any liability for the acts or omissions of any other party to this Agreement, its officers or employees.

Sec. 5. Nondisclosure/Confidentiality

To the extent allowed by law, Kansas City NoVA and the Research Team, their separate members, agents, authorized personnel, and employees will treat as confidential all verbal, written, and/or electronic communications, documents, or data of confidential information disclosed as a result of the this Project.

The Research Team agrees and understands that all information learned, used, viewed, or received from KC NoVA is the property of the supplying agency. The information is not the property of the Research Team or any of their members, employees, staff, agents, or other authorized personnel. As such, Jackson County, KCMO, and KCPD must follow federal and/or state laws regarding disclosure of records. If any portion of a record must be redacted for purpose of disclosure, the agency who created the record will have control of the record for purposes of disclosure under the sunshine law. If there is a question regarding who has control over the record, the parties will come to a reasonable agreement on who should handle the sunshine law disclosure.

Notwithstanding the foregoing, The Research Team reserves the right to request permission from KC NoVA to use the data and the results of the work for further research and educational purposes. The Research Team agrees that it will not request or publish names, addresses, other identifying characteristics of individuals, and/or information that would compromise law enforcement activity or prosecution that was learned from KC NoVA. Any such permission shall be requested in advance to KC NoVA and KC NoVA agrees that permission shall not be unreasonably withheld.

Sec. 6. Amendments and Renewal

Any amendments to this contract shall be in writing and must be mutually agreed to by all parties.

At the end of this Agreement, the Parties may determine whether to renew for an additional term. In order to renew this Agreement, the Agreement must be in writing and signed by each Party.

Sec. 7. Termination

Any of the below signatories may terminate their participation in this Agreement at any time and for any reason with at least sixty (60) days written notice to all other parties. The termination of one party will allow the termination of the entire project, and only prorated costs will be due to Research Team on the effective date of termination, including non-cancellable obligations and obligations imposed by law. If any funds have been advanced by KC NoVA and remain unexpended upon termination, the Research Team will return any unexpended funds to KC NoVA within thirty (30) days of termination. However, upon termination by one Party, any remaining Parties may determine whether to continue this Project, and if continued, the Parties will complete a written addendum with any modified terms and costs to this Agreement which must be signed by each participating Party.

~~Furthermore, the terminating Party will contribute an equal portion to the costs already paid at the time the termination becomes effective. If the Research Team terminates, then it will refund any unexpended funds paid by the Parties.~~

Sec. 8. Choice of Law

Disputes regarding the terms of this Agreement shall be amicably resolved by the parties. If a dispute regarding the terms of this Agreement cannot be amicably resolved and a court determination becomes necessary, then jurisdiction lies in the Circuit Court of Jackson County, Missouri at Kansas City. The laws of the State of Missouri shall govern, without respect to Missouri's choice of law provisions. Should a court strike one or more paragraphs of this Agreement the remainder shall remain in full force and effect.

Sec. 9. Signatories

The signatories to this Agreement represent that they are authorized to sign and agree on behalf of their respective agency to the obligations, terms and conditions contained herein. If the signature block below for an agency is unexecuted, it is understood the agency is not a party to this Agreement and the obligations, terms and conditions of this Addendum are inapplicable to the agency and the agency's members.

Sec. 10. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the CITY Auditor, the CITY's Internal Auditor, the CITY's Director of Human Relations, the CITY Manager, the CITY department administering this MOA and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this MOA and all MOA amendments and renewals.

(b) The Research Team shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this MOA and all MOA amendments. City, Jackson County, and KCPD shall have a right to examine or audit all Records, and the Research Team shall provide access to City, Jackson County, and KCPD, of all Records pertaining to their own agency upon ten (10) days written notice at the Research Team's place of business during normal business hours from the City, Jackson County, or KCPD.

(c) The books, documents and records of the Research Team relating to and in connection with this MOA that pertain to the respective agency, City, Jackson County, or KCPD, shall be made available to that agency at the Research Team's place of business during normal business hours within ten (10) days after the written request is made.

Sec. 11. Employee Eligibility Verification.

If this MOA exceeds five thousand dollars (\$5,000.00), the Research Team shall execute and submit an affidavit, in a form prescribed by CITY, affirming that the Research Team does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). The Research Team shall attach to the affidavit documentation sufficient to establish the Research Team's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986.

The Research Team may obtain additional information about E-Verify and enroll at <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. If The Research

Team is enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Research Team will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. The Research Team shall submit the affidavit and attachments to the CITY prior to execution of the Contract, or at any point during the term of the MOA if requested by CITY.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

JACKSON COUNTY, MISSOURI

By



Michael D. Sanders
County Executive

BOARD OF POLICE COMMISSIONERS

By:



Diane J. Mozzicato
Chief of Police, KCPD Commander, Fiscal Division KCPD

APPROVED AS TO FORM:

By *Greg D. Hallin*
Jackson County Counselor

By *Amie J Cook*
Associate General Counsel, KCPD

ATTEST:

By *Mary Jo Spino*
Mary Jo Spino
Clerk of the Legislature, Jackson County

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 **\$33,334.00** which is hereby authorized."

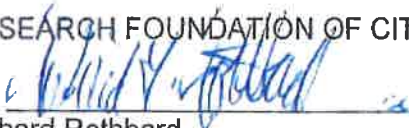
12-31-2014
Date

G. Tracy Thomas
Director of Finance and Purchasing
Account Number: 001-4101-56080
41012014002

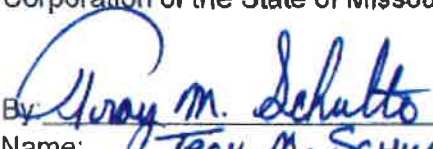
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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

RESEARCH FOUNDATION OF CITY UNIVERSITY OF NEW YORK

By: 
Richard Rothbard
President

CITY OF KANSAS CITY, MISSOURI
A Constitutionally Charter Municipal
Corporation of the State of Missouri

By: 
Name: TROY M. SCHULTE
Title: CITY MANAGER

APPROVED AS TO FORM:

By:


Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

City of Kansas City, Missouri Director of Finance

(Date)

[End of Agreement: Page 9 of 9]

[Handwritten Signature]
Affiant's signature

Subscribed and sworn to before me this 25th day of December, 2019.

[Handwritten Signature]
Notary Public

My Commission expires:

CHERYLANNE COURTNEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02CD0233592
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES JAN 03, 2020



Company ID Number: 176836

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Research Foundation of CUNY-John Jay (100)** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify



Company ID Number: 176835

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Research Foundation of CUNY-John Jay (100)

Wendy Patitucci

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/07/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/07/2009

Date