

COOPERATIVE AGREEMENT
Teens in Transition - No Violence Alliance Project

THIS AGREEMENT entered into this 29th day of August, 2014, 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 the Teens in Transition Program as part of the 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 Teens in Transition Program is a summer outreach project for juveniles identified to be in the social network of violent groups in Kansas City, Missouri; and,

WHEREAS, as part of the this program, the Kansas City Metropolitan Crime Commission is providing the services of off-duty Kansas City Police Officers to supervise these juveniles; and,

WHEREAS, pursuant to Resolution 18575, dated July 28, 2014, the Legislature of Jackson County, Missouri has authorized this Agreement between Jackson County and the Crime Commission; and,

FILED AUG 29 2014 MARY JO SPINO COUNTY CLERK
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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 as follows:

1. **Services.** The Crime Commission will provide off-duty Kansas City police officers to supervise a group of juveniles identified by NoVA to be in the social network of violent groups in Kansas City for the period of June 1, 2014, through September 1, 2014, 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 \$7,735.00, upon receipt of Crime Commission's invoice.

Crime Commission's invoice shall itemize all services performed during. The County shall pay such invoice in a timely manner.

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. **Duration and Termination.** This Agreement shall be effective as of June 1, 2014, and shall continue through December 31, 2013.

6. **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.

11. **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.

12. **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 29th day of August, 2014.

JACKSON COUNTY, MISSOURI

KANSAS CITY METROPOLITAN
CRIME COMMISSION

By MDS
Michael D. Sanders
County Executive

By R.D. Easley
Federal Tax I.D. No. 44-0540176

ATTEST:

APPROVED AS TO FORM

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

W. Stephen Nixon
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 \$7,735.00 which is hereby authorized.

8-28-2014
Date

Troy Thomas /sga
Director of Finance and Purchasing
Account Number: 008-4156-56080

PC 41562014005



The Kansas City Metropolitan Crime Commission
A Citizens Crime Commission
Since 1949
3101 Broadway, Suite 226
Kansas City, MO 64111
Phone 816-950-9800 Fax 816-950-9808
www.kc-crime.org

July 21, 2014

Tina Wise
Budget Coordinator
Prosecutor's Office
415 East 12th Street
11th Floor
Kansas City, Missouri 64106

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RE: Funding request for \$7,735.00

Dear Tina,

As you know, the Kansas City Metropolitan Crime Commission (KCMCC) is the fiscal agent for the No Violence Alliance (NoVA). Please accept this request from KCMCC to pursue funding from the Jackson County Prosecutor's Office for \$7,735 for the NoVA, Teens in Transition project. This summer numerous clients who are juveniles were identified to be in the social network of several violent groups in Kansas City. Outreach to these individuals was successful for over 25 youth and the agreed to participate in a contracted life skills program. The NoVA budget was sufficient to provide \$35,000 for the project which began June 5, 2014. However, a shortfall of \$7,735.00 is needed to cover the expenses of off-duty KCPD police officers who are a necessity to insure the safety of staff, youth and all concerned. Off-duty officer rates are \$35.00 per hour and we need 221 hours for the project to be successful. (\$35 x 221 hrs = \$7,735.00).

Thank you in advance for your consideration.

Sincerely,

Barry C. Mayer, Vice President

Kansas City Metropolitan Crime Commission

3100 Broadway, Suite 226

Kansas City, Missouri 64111