

COOPERATIVE AGREEMENT
Client Advocacy Program

THIS AGREEMENT entered into this 15th day of October, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **CRISPIN REA, JR.**, 1611 Topping, Kansas City, MO 64126, hereinafter referred to as "Client Advocate."

WHEREAS, the Jackson County Prosecuting Attorney's Office has developed the Client Advocacy Center which will provide case management services for participants of the Jackson County Drug Court; and,

WHEREAS, Client Advocate has agreed to provide services under this program in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 18615, dated September 29, 2014; 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 Prosecuting Attorney's Office and serve as a support system for participants of the Client Advocacy Center to 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

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OCT 15 2014
MARY JO SPINO
COUNTY CLERK

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 \$28,992.38, payable in eight equal monthly installments of \$3,624.04 each, 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 October 1, 2014, and shall continue through May 31, 2015.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

15th day of October, 2014.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor




Michael D. Sanders,
County Executive

ATTEST:

CRISPIN REA, JR.



Mary Jo Spino
Clerk of the Legislature

By 

500-02-7768
Federal Tax ID or SSN

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 \$28,993.00 which is hereby authorized.

October 10, 2014
Date



Director of Finance and Purchasing
Account No. 008-4154-56790

PC 41542014001

CRISPIN MARTIN REA Jr.

1611 Topping
Kansas City, MO 64126
(816) 423-3943
crispinrea@gmail.com

Education:

University of Missouri-Kansas City: May, 2014

- Juris Doctorate

University of Missouri-Kansas City: May, 2013

- Masters of Public Administration
- GPA: 3.71

Park University: May, 2008

- Bachelors in Political Science and Public Administration
- 2007-2008: Dean's Honor Roll
- 2005-2006: Dean's Honor Roll
- 2004-2005: Dean's Honor Roll
- GPA: 3.67

St. Mary's High School: 2004

Work Experience:

- 2012-Present: Legal Intern, Jackson County Prosecutor's Office
- 2010-2012: Victim Advocate and Community Liaison, Mattie Rhodes Center
- 2007-2010: Communications Officer, Mayor's Office of Kansas City, Missouri.
- 2005-2007: Store Clerk, Ball's Price Chopper
- 2000-2005: Urban 4-H Program Teen Coordinator and Mentor

Community and Public Service:

- 2013-2014: President, Hispanic Law Student Association
- 2010-2014: elected Vice President, Kansas City Public School Board of Directors
- 2012-Present: reelected 13th Ward Committeeman, Jackson County Democratic Committee
- 2008- 2012: elected 13th Ward Committeeman, Jackson County Democratic Committee
- Present: Blue Valley Neighborhood Association

Awards:

- 2014: Greater Kansas City Women's Political Caucus "Good Guy Award" Recipient
- 2012: Kansas City Business Magazine "Rising Star"
- 2007: NAIA Academic All-American in Cross Country and Track
- 2006: Presenter at the Midwest Undergraduate Political Science Conference
- 2006: NAIA Cross Country National Championships, Park University

References Available Upon Request