

COOPERATIVE AGREEMENT
No Violence Alliance Project

THIS AGREEMENT entered into this 7 day of Jan., 2012, 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."

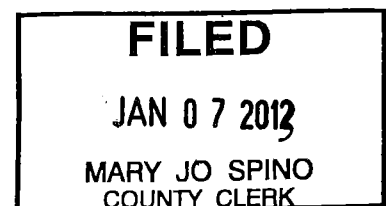
WHEREAS, the Jackson County Prosecuting Attorney's Office is participating in No Violence Alliance (NoVA) Project, a collaborative initiative between key law enforcement leaders in Kansas City, the regional administrator of probation and parole, and the U.S. Attorney's Office, to reduce violent crime 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, it is recommended that as part of this project, Jackson County furnish a Chief Social Services Supervisor assigned to the project to oversee case managers who must ensure that persons identified for intervention are receiving the appropriate social services, including life skills, housing, job readiness, and drug abuse assistance; 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 as follows:

1. **Services.** The Crime Commission will provide a Chief Social Services Supervisor to oversee case managers, as is more fully described in the attached Exhibit A, and incorporated herein by reference. The person hired by the Crime Commission for this position shall not become an employee or contractor of Jackson County for any purpose.

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 \$58,311.00. One quarter of this sum, \$14,577.75, shall be paid on a quarterly basis 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 December 1, 2012, 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. **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.

13. **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 7 day of Jan, 2013.

JACKSON COUNTY, MISSOURI

KANSAS CITY METROPOLITAN
CRIME COMMISSION

By MDS
Michael D. Sanders
County Executive

By R.D. Casley
44-0540176
Federal Tax I.D. Number

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

APPROVED AS TO FORM
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 \$58,311.00 which is hereby authorized.

January 3, 2013
Date

D. Craig Thom
Director of Finance and Purchasing
Account Number: 008-4156-56789
41562012004

EXHIBIT A

Work Responsibilities:

- Provides supervision to all future KC NoVA social service client advocates, meeting 1:1 with each advocate on a day-to-day basis to ensure program success and staff development.
- Ensures adequate financial support for all center operations by working with project manager on all grant, foundation, and government funding opportunities.
- Maintains all reporting requirements and compiles outcomes for each funding source.
- Develops and maintains appropriate relationships with each partner providing services.
- Develops standardized intake/ assessment, goal plans, and other data collection tools for case files and documentation of group work.
- Facilitates the weekly staffings/ case reviews with center staff, Probation/ Parole and community partners, making final decision regarding case assignments to staff.
- Ensures the development of comprehensive resource database and responds to service gaps through program creation and community partnership.
- Create outcomes goals and measurements for each service and the center as a whole.
- Reports progress to KC NoVA project manager.
- Assists in coordinating monthly meetings of the social service agencies that partner with KC NoVA and assist NoVA clients.
- Models high standard of professionalism and leadership for staff, program participants, colleagues and partners.
- Maintains effective communication with KC NoVA management, office personnel, visitors, probation officers, participants, families, court officers, etc.
- Completes performance reports as required.
- Reports for work, work assignments and job related functions as and when scheduled.
- Answers telephones, messages, resolves problems and/or directs callers as necessary.
- Attends meetings with outside groups as required by the program.
- Follows guidelines established and set forth in KCMCC policy/procedure manual.