

COOPERATIVE AGREEMENT
(Restorative Justice Services)

R. 20774

THIS AGREEMENT entered into this 24th day of March, 2022 by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **CENTER FOR CONFLICT RESOLUTION**, 6285 Paseo Blvd, Kansas City, MO 64110, hereinafter referred to as "CCR."

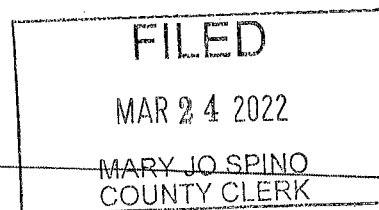
WHEREAS, the Jackson County Prosecuting Attorney's Office is participating in the Innovative Prosecution Services Grant, a federal program designed to bring a strategic approach to criminal justice operations by using innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs; and,

WHEREAS, CCR has agreed to provide restorative justice services under the under this grant, in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, CCR 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 CCR respectively agree as follows:

1. **Services.** CCR shall work with the Prosecutor's Office and Neighborhood Accountability Board of the East Patrol Division of the Kansas City, Missouri Police Department to provide training and case review for community members, as is more fully described in the attached Exhibit A and incorporated herein by reference.
2. **Independent Contractor.** CCR shall work as an independent contractor and not as an employee of the County. Based upon his expertise and knowledge, CCR



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. CCR 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 CCR a fee not to exceed \$25,000.00. CCR shall invoice the County monthly for services completed at the rates indicated in Exhibit A. CCR's invoices 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 CCR's first invoice and the execution of this Agreement.

4. **Expenses.** CCR shall be responsible for his own expenses related to the services provided under this Agreement.

5. **Duration and Termination.** This Agreement shall be effective October 1, 2021, and shall continue through September 30, 2023. The parties shall have the option of extending the contract for an additional one-year term by mutual agreement in writing.

6. **Assignment.** CCR 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.

7. **Confidentiality.** CCR 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.

8. **Remedies for Breach.** CCR 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, CCR consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to CCR; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from CCR all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

9. **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.

10. **Conflict of Interest.** CCR 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.

11. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, CCR assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of

documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, CCR shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

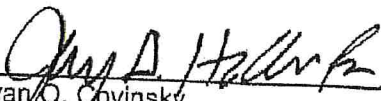
12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and CCR shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including 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 CCR, 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
24th day of March, 2022

APPROVED AS TO FORM

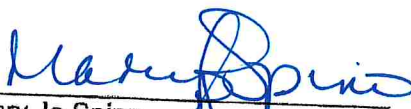
JACKSON COUNTY, MISSOURI

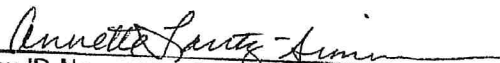

Bryan O. Covinsky
County Counselor


Jean Peters Baker
Prosecuting Attorney

ATTEST:

CENTER FOR CONFLICT RESOLUTION


Mary Jo Spino
Clerk of the Legislature

By 
Tax ID No. 43-1890891

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 \$25,000.00 which is hereby authorized. Funding for any renewal term is subject to annual appropriation.

Date 10-13-2021


Director of Finance and Purchasing
Account No. 010-4132-56790

CT 413221001 MR

WORK AUTHORIZATION AFFIDAVIT

Exhibit B

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Center for Conflict Resolution** is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Center for Conflict Resolution**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Annette Lantz-Simmons
Authorized Representative's Signature
Executive Director
Title

Annette Lantz-Simmons
Printed Name
3.23.2022
Date

Subscribed and sworn before me this 23rd day of March, 2022 ^{A.D.}. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Jul. 12, 2024.

Andrea Duloc
Signature of Notary

3/23/22
Date

