

COOPERATIVE AGREEMENT
SMART Prosecution Program

THIS AGREEMENT entered into this 22nd day of March, 2018, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **HELEN J. BASS**, 9428 N Cleveland Ave, Kansas City, MO 64156, hereinafter referred to as "Community Liaison."

WHEREAS, the Jackson County Prosecuting Attorney's Office received the SMART Prosecution Grant from the U.S. Department of Justice 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,

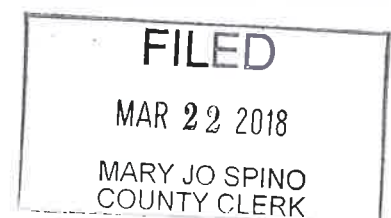
WHEREAS, a portion of this grant is to be used to provide funding for a Community Liaison; and,

WHEREAS, Community Liaison has agreed to provide services under this program in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 19736, dated February 26, 2018; and,

WHEREAS, Community Liaison 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 Community Liaison respectively agree as follows:

1. **Services.** The Community Liaison shall work with the SMART Prosecution Grant team and the Kansas City Police Department's SMART Policing Grant, as is more fully described in the attached Exhibit A and incorporated herein by reference.



2. **Independent Contractor.** Community Liaison shall work as an independent contractor and not as an employee of the County. Based upon his expertise and knowledge, Community Liaison 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. Community Liaison 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 Community Liaison at the rate of \$19.35 per hour for no more than forty hours per week, in a total amount not to exceed \$12,000.00 during 2018, over the term of this Agreement. The Community Liaison shall invoice the County monthly and said 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 Community Liaison's first invoice and the execution of this Agreement.

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

5. **Duration and Termination.** This Agreement shall commence as of March 5, 2018, and shall continue until June 30, 2018.

6. **Assignment.** The Community Liaison agrees, in addition to all other provisions herein, that he will not assign any portion or the whole of this Agreement without

the prior written consent of the County.

7. **Confidentiality.** The Liaison 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.** The Community Liaison 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, Community Liaison consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to Community Liaison; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Community Liaison 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.** Community Liaison 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. **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 Community Liaison 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 Community Liaison, his officers, employees or agents during the performance of this Agreement.

12. **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

22nd day of March, 2018.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor



Frank White, Jr.
County Executive

ATTEST:

HELEN BASS



Mary Jo Spino
Clerk of the Legislature

By 

Tax ID: XXX-XX-4020513

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 \$12,000.00 which is hereby authorized.

3/20/18

Date



Chief Administrative Officer
Account No. 010-4110-56790

41102018001

MR

Community Liaison Scope of Work

The SMART Grant (aka Innovative Prosecution Solutions) Community Liaison is a contract position to engage with the community in each of the five micro hotspots. This person will complete demographic research on each of the hotspots, as well as meet with community members and organizations. The liaison will work closely with the SMART Prosecution grant team in the Jackson County Prosecutor's Office, as well as the KCPD SMART Policing Team. She will draft briefing books on each hotspot, outlining the unique characteristics of the neighborhood. She will work 40 hours per week.