

**COOPERATIVE AGREEMENT**  
(Abandoned Properties Program)

THIS AGREEMENT entered into this 29<sup>th</sup> day of NOVEMBER, 2018, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **LEGAL AID OF WESTERN MISSOURI**, 4001 Blue Parkway, Suite 300, Kansas City, MO 64130, hereinafter referred to as "Legal Aid."

WHEREAS, the Jackson County Prosecuting Attorney's Office is participating in the SMART Prosecution Initiative, 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, Legal Aid has agreed to provide services under the under the SMART Prosecution Initiative, in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 20020, dated October 22, 2018, pursuant to the terms and conditions of Request for Proposals No. 39-18; and,

WHEREAS, Legal Aid 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 Legal Aid respectively agree as follows:

1. **Services.** Legal Aid shall work with the Prosecutor's Office and the East 23<sup>rd</sup> Street PAC neighborhood association of Kansas City, Missouri, to provide services relating to the restoration of abandoned housing, as is more fully described in the attached Exhibit A, incorporated herein by reference.



2. Independent Contractor. Legal Aid shall work as an independent contractor and not as an employee of the County. Based upon its expertise and knowledge, Legal Aid 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. Legal Aid 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 Legal Aid a fee not to exceed \$20,000.00. Legal Aid shall invoice the County monthly at the rates indicated for in Exhibit B for the "First Annual Option to Extend." Legal Aid'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 Legal Aid'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 Legal Aid in writing of such occurrence. Upon such notification, this Agreement shall 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. Legal Aid shall be responsible for his own expenses related to the services provided under this Agreement.

6. Duration and Termination. This Agreement shall be effective as of November 5, 2018, and shall continue through November 4, 2019. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve-month periods. In the event of a renewal, Legal Aid shall be compensated in the not to exceed sum set out in Exhibit B for the "Second Annual Option to Extend."

7. Assignment. Legal Aid 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. Legal Aid 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. Legal Aid 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, Legal Aid consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to Legal Aid; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Legal Aid 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. Legal Aid 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 or emoluments of this Agreement.

12. Employment of Unauthorized Aliens Prohibited. Pursuant to §285.530.1, RSMo, Legal Aid assures that it does not knowingly employ, hire for employment, or continue to employ any 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, Legal Aid shall sign an affidavit, attached hereto and incorporated herein as Exhibit C,

affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

13. 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 Legal Aid 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 Legal Aid, its officers, employees, or agents during the performance of this Agreement.

14. 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

\_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI

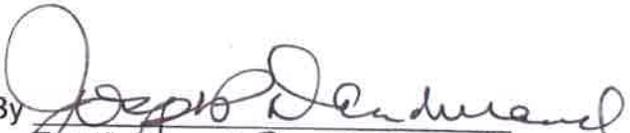
  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

  
\_\_\_\_\_  
Bob Crutsinger  
Director of Finance and Purchasing

ATTEST:

LEGAL AID OF WESTERN MISSOURI

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

By   
Tax ID No. 43-0824638

**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 \$20,000.00 which is hereby authorized. Funding for years after 2018 is subject to appropriation in the County's then current annual budget.

11-27-2018  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 010-4110-56790

FC 41102018004<sub>KA</sub>

Legal Aid of Western Missouri

## Statement of Work

The County Prosecutor's Office has identified crime hot spots in the Northeast area of Kansas City, Jackson County, where abandoned homes are prevalent and contribute to the reported crime. Under this proposal Legal Aid of Western Missouri ("Legal Aid") would represent the East 23rd Street PAC neighborhood association, and the Blue Valley neighborhood association (and other, nearby neighborhood associations if the crime data so suggests) to acquire and rehabilitate vacant residential structures in and around these hot spot areas: reduce blight and vacancy; increase home occupancy; increase community involvement; and beautify the targeted area. With assistance from the Kansas City Police Department and the Jackson County Prosecutor's office, this proposal will help to alleviate some of the crime that persists in the area.

There are scores of vacant, blighted homes within the target northeast area. A percentage (10%-15% overall, and a higher percentage in the highest intensity zones) of those properties are likely irredeemable with demolition as the only option. For the remaining properties rehabilitation could be feasible after identifying rehabbers, end users, acquisition, and title clearance.

Legal Aid's client, East 23rd Street PAC neighborhood association, has already undertaken efforts to identify and bring in community stakeholders for this corridor. Fortunately, there is a good deal of institutional involvement in this area and nonprofit and government partners like the Boys and Girls Club, Salvation Army, Hope City, HUD, the City of Kansas City, and the Kansas City Land Bank will be helpful players in moving the effort forward as Legal Aid works to identify potential rehab partners and end users for the redeveloped properties. Under this proposal the first month would be dedicated to identifying and convening these stakeholders for involvement.

*Residential Investment – Vacant Properties.* The ownership and degree of disrepair for vacant properties in this area varies widely. Initial research shows a good number of properties owned by the Kansas City Land Bank, with other properties being held by foreign, often defunct corporate entities, or by deceased persons. Utilizing project funds for staff attorney compensation costs would allow Legal Aid to initiate approximately eight problem property cases under the Abandoned Housing Act, Receivership, or nuisance statutes. Legal Aid proposes to work with Land Bank to quiet titles for structured Land Bank properties where there is an interested rehab partner. East 23rd Street PAC would work with Legal Aid to identify rehab partners, including leveraging existing residents to redevelop adjacent vacant properties, with owner/occupancy being the ideal end use, but with investor-owned rentals remaining a possibility.

These goals are contingent upon (1) the vacant properties meeting statutory requirements for Legal Aid court acquisition (tax delinquency, extended vacancy and active property maintenance code violations); (2) interest by rehabbers investing in the vacant homes following Legal Aid directed, acquisition litigation; and (3) prioritization by the City of Kansas City to demolish the properties for which rehabilitation is not feasible.

*Residential Investment – Occupied Properties.* In an effort to increase community buy-in, the second component of this proposal focuses on preventing vacancy by identifying owner/occupants who may have title defects that can prevent them from getting home improvement loans, or prevent a future transfer of title, which can be a precursor to vacancy. In these instances, Legal Aid would represent homeowners in title repair cases, or assist them with a beneficiary deed so that owners can have the comfort of knowing that their home will be left to a person of their choosing at the time of their passing. Beneficiary deeds represent a major strategy to prevent future home abandonment and attendant crime.

**Pricing -- Budget**  
**Request for Proposal No. 39-18**  
**Proposal from Legal Aid of Western Missouri**  
**July 17, 2018**

	<u>September 1 - 30, 2018</u>	<u>First Annual Option to Extend</u>	<u>Second Annual Option to Extend</u>
<b>PERSONNEL COSTS</b>			
Attorney Salaries	1,105	13,248	13,612
<b>Total Salary</b>	<u>1,105</u>	<u>13,248</u>	<u>13,612</u>
FICA	84	1,008	1,036
Health and Dental	185	2,240	2,310
Life and Disability - ST and LT	10	123	125
Workers Compensation	4	45	46
Retirement Contribution	0	0	240
401k / Roth Employer Match	39	464	476
Retirement Plan Administration Expense	2	20	32
<b>Total Fringe</b>	<u>324</u>	<u>3,900</u>	<u>4,265</u>
<b>Total Personnel Costs</b>	<u>1,429</u>	<u>17,148</u>	<u>17,877</u>
<b>NON-PERSONNEL COSTS</b>			
Administrative Indirect Costs	238	2,852	2,973
<b>Total Non-Personnel Costs</b>	<u>238</u>	<u>2,852</u>	<u>2,973</u>
<b>Total Program Costs</b>	<u>1,667</u>	<u>20,000</u>	<u>20,850</u>

Aug. 10, 2018

Re: Recommendation Memo, Smart Prosecution Grant programs

To: Barb Casamento, Purchasing Direction

Barb,

I am writing this memo to recommend that the county proceed to contract with the Center for Conflict Resolution, who responded to RFP No. 38-18 Community Outreach Training. I also want to recommend that the county contract with Legal Aid of Western Missouri, who responded to Proposal No. 39-18.

Both of these contracts would be funded by the Smart Prosecution Grant. I will copy Gina Robinson, our chief of operations, on this memo so she can provide you any budget information you may need.

As you know, Kate Brubaker oversees our office's implementation of the Smart Prosecution Project. Both Kate and I have reviewed these proposals and find the proposals and the agencies to be of high caliber. We recommend awarding to CCR and Legal Aid of Western Missouri. Each of these agencies were the only bidders for our solicitations that were publicly advertised.

The Community Outreach proposal, which we recommend CCR for, would allow the agency to train and conduct street outreach in the five violent crime hotspots that are the focus of our federal Smart Prosecution Grant. CCR will work with community members to promote conflict resolution and strengthen those communities. We hope these activities will result in reductions of violence in those areas.

The second proposal, which we recommend be awarded to Legal Aid of Western Missouri, will address abandoned properties in those same hotspots, with a goal returning more properties to uses that would benefit those neighborhoods. Activities will include working with existing owners on strategies that will prevent future home abandonment and working with neighborhood associations on legal matters related to abandoned properties. Again, we hope this activity will result in violence reductions in those areas.

Sincerely,

Michael Mansur

Director of Communication

Jackson County Prosecutor's Office

Jean Peters Baker, Prosecutor

(816) 881-3812

(816) 674-3954

[mmansur@jacksongov.org](mailto:mmansur@jacksongov.org)