

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT entered into this 2nd day of NOVEMBER, 2021, by and between Jackson County, Missouri ("the County") and the City of Kansas City, Missouri ("the City"), for a period of twelve months beginning November 1, 2021, and ending October 31, 2022.

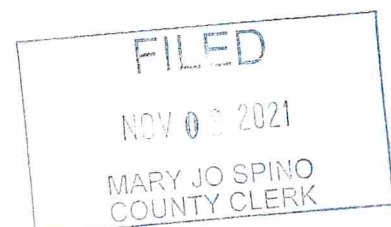
WHEREAS, the City serves as the Fiscal Agent for the Kansas City Community Safety Partnership (formerly Kansas City No Violence Alliance), which is a multi-jurisdictional, collaborative initiative to provide services such as rental and housing assistance, education, employment, training, and mental health and substance abuse counseling to at risk individuals, and;

WHEREAS, the Community Safety Partnership's Social Services Department has agreed to furnish staff for this initiative to serve as client advocates.

WHEREAS, the City 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 City respectively agree as follows:

1. **Services.** The City shall work with the County's Prosecuting Attorney's Office by providing staff for the Kansas City Community Safety Partnership, as is more fully described in the attached Exhibit A and incorporated herein by reference.
2. **Independent Contractor.** The City shall work as an Independent contractor and not as an employee of the County. Based upon its expertise and knowledge, the City 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 City 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.

3. **Payment.** For services rendered under this Agreement, the County shall pay City a fee of \$78,269.00 upon the execution of this Agreement.

4. **Expenses.** The City shall be responsible for its own expenses related to the services provided under this Agreement.

5. **Duration and Termination.** This Agreement shall be effective as of November 1, 2021, and shall continue through October 31, 2022.

6. **Assignment.** The City agrees, in addition to all other provisions herein, that the City will not assign any portion or the whole of this Agreement without the prior written consent of the County.

7. **Remedies for Breach.** The City 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 City consents and agrees as follows:

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

8. **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.

9. **Conflict of Interest.** The City 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.

10. **Employment of Unauthorized Aliens Prohibited:** Pursuant to §285.630.1, RSMo, the City 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, the City 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.

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 the City 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 City, its 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 2<sup>nd</sup> day of November, 2021.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI


  
Bryan O. Covinsky  
County Counselor

  
Jean Peters Baker  
Prosecuting Attorney

ATTEST:

CITY OF KANSAS CITY, MISSOURI

  
Mary Jo Spino  
Clerk of the Legislature

By   
Fed. Tax ID: 44-600201

#### 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 \$78,269.00 which is hereby authorized.

Date 11-2-2021

  
Director of Finance and Purchasing  
Account Number:

CT 415421002 MR

CITY OF KANSAS CITY  
BRANCH OF THE NATION



KANSAS CITY  
MISSOURI

EXHIBIT

A

The City of Kansas City, as fiscal agent for the Kansas City Community Safety Partnership (formerly Kansas City No Violence Alliance), proposes a 2022 (specific term is November 1, 2021 - October 31<sup>st</sup>, 2022) budget of \$225,328.00 and requests that funds from the Jackson County Prosecutor be dedicated to fulfillment of that budget. The Kansas City Community Safety Partnership Social Services department provides services such as but not limited to: rental and housing assistance, education, employment, training, mental health, and substance abuse counseling to some of Kansas City's most at risk individuals who have been identified as being close to violence. Being close to violence may mean that the individual has been a victim or the individual may be at risk of perpetuating violent crime.

Our work also includes fostering trusting and transparent relationships that lead to a reduction in violence by changing the trajectory of the clients' life. We support our clientele through mentoring, counseling, and basic trauma informed care.

We provide home visits to engage individuals to work with us in case management where we can help identify the necessary services they have need of. Currently our department is made up of three Client Advocates and myself as the Director of the department.

If funding was no option, I would staff 10 Client Advocates an office manager, and have onsite mental health counseling. Since that is not our current situation we do the very best we can with what we have. Below is a budget description which only includes salaries and benefits for our four-person team. These figures do not include funding for client deliverables such as rental and utility assistance, food, emergency shelter, education, and employment assistance.

Employee	Salary FY '22	Medical/Dental	Payroll Taxes	Total	Notes
<b>Full-Time</b>					
Darren Faulkner	\$54,000.00	\$4,200.00	\$4,131.00	\$62,331.00	Same salary since started in May 2018
Andre Carson	\$48,510.00	\$4,200.00	\$3,711.02	\$56,421.02	
Heldi Brako Jones	\$45,200.00	\$4,200.00	\$3,534.30	\$52,934.30	
Anthony Tyler	\$45,000.00	\$4,200.00	\$3,442.50	\$52,642.50	
KC NoVA Staff (4)					Client Advocates(3)



WORK AUTHORIZATION AFFIDAVIT

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 City of Kansas City, Missouri, 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, City of Kansas City, Missouri, 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.)

[Signature]  
Authorized Representative's Signature

Brian Platt  
Printed Name

City Manager  
Title

10/14/2021  
Date

Subscribed and sworn before me this 14 day of October, 2021. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on 9/13/2022.

[Signature]  
Signature of Notary

10/14/2021  
Date

