

COOPERATIVE AGREEMENT

COMBAT Drug Prevention

(January 1, 2010, through December 31, 2010)

AN AGREEMENT by and between **Jackson County, Missouri**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **40 ACRES & A MULE**, 7620 E 79th St, Kansas City, MO 64138(a Missouri not-for-profit corporation), hereinafter referred to as "**Organization**."

WHEREAS, the voters in Jackson County approved and renewed a quarter cent sales tax for the purpose of providing revenue to combat illicit drug use in our community; and,

WHEREAS, the voters and the Jackson County Legislature authorized the County Executive to contract with qualified not-for-profit community organizations, whether public or private, for the purpose of preventing drug use and drug related offenses, if such organization has been in existence for a period of not less than two (2) years; and,

WHEREAS, **Organization** has been in existence for more than two (2) years and proposes to provide services to prevent illegal drug use and/or drug-related offenses; and,

WHEREAS, COMBAT Administration has carefully reviewed the **Organization's** proposal for 2010 funding; and,

WHEREAS, the Jackson County Legislature has recommended the expenditure of ~~\$30,054.00~~, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") for **Organization** to assist in the prevention of drug use and drug related offenses;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the COUNTY and **Organization** respectively promise, covenant, and agree with each other as follows:

I. **SERVICES**

Organization shall use COMBAT funds solely for the purpose of providing drug prevention activities to prevent illegal drug use and drug related offenses for Jackson County; and,

Organization has agreed to use COMBAT funds only as set forth in Exhibit A, Combat Prevention Application, attached hereto; and,

1. **Organization** must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
2. **Organization** must operate an evidence-based or research-based drug and/or under-aged alcohol-consumption prevention program which focuses on risk and protective factors recognized and supported by prevention research and scientific theory.
3. **Organization** must be chartered in the State of Missouri and have received an exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and must provide such documentation to COMBAT Administration.
4. **Organization** must have been in existence for two years prior to proposal submission (Statement of Contractor's Qualifications).
5. **Organization** must notify COMBAT Administration in writing on **Organization** letterhead, within five working days of the following changes:
 - a. **Organization** name, address, telephone number, administration, or board of directors
 - b. **Organization** funding that will affect the program under this contract
 - c. Liability insurance coverage
 - d. Management or staff responsible for providing services pursuant to this contract
 - e. Any proposed or actual merger or acquisition either taken by the **Organization** or towards the **Organization**
 - f. Changes to program and/or services, and the program's Logic Model and Outcome Measurement Framework chart.
6. **Organization** must submit monthly invoices and narratives on program activities

If this outline is not met during Year One, COMBAT Administration will not recommend continued funding for the following year.

IV. ANNUAL REPORT/OTHER DOCUMENTATION

Organization shall submit annual program reports and other documentation directly related to this Agreement as requested by the County's Director of Finance and Purchasing, or by such other manager as designated in writing by the County Executive, to show that funds paid to **Organization** by the County were used for the purpose set forth in this Agreement.

The **Organization** program annual report for 2010 shall be submitted no later than January 20, 2011.

document described herein which was submitted to COMBAT, as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other COUNTY contract.

IX. **INDEMNIFICATION**

Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of **Organization** or its employees, agents or representatives.

X. **INSURANCE**

Organization shall maintain the following insurance coverage during the term of this Agreement.

A. **Organization** shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. **Organization** agrees to name the County as Additional Insured on such policies, but only to the extent of **Organization's** negligence under this Agreement and only to the extent of the insurance limits specified herein.

B. **Organization** shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. **Organization** agrees to name the County as Additional Insured on such policies, but only to the extent of **Organization's** negligence under this Agreement and only to the extent of the insurance limits specified herein.

C. **Organization** agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

XI. **STANDARD OF CARE**

Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

XVIII. PUBLICITY

If **Organization** receives or obtains any media attention because of this project, **Organization** is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.

XIX. TERMINATION

This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or **Organization** may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by **Organization** to the County within ten (10) days of the termination of this Agreement.

XX. UNSPENT ALLOCATION

Any appropriated funds under this Agreement not invoiced by **Organization** within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds. These funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract or other formal documentation.

XXI. MINORITY HIRING

Organization shall have a twenty percent (20%) goal for minority hiring and employment regarding all positions funded out of the proceeds of COMBAT funds.

XXII. APPROPRIATION OF FUNDS

Organization and the County recognize that the County intends to satisfy its financial obligation to **Organization** hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify **Organization** of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been

XXV. INSPECTIONS OR AUDITS BY THE COUNTY

The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to their responsibilities as set out in Chapter 6 of the Jackson County Code. **Organization** shall file annual program specific compliance reports as required by the County Compliance Review Office. The County may provide to **Organization** a list identifying specific areas funded by COMBAT funds which are to be inspected or audited by the County, and the definition and scope of a review audit of each specific area identified.

Organization shall conduct internal audits of each specific area identified relative to the program and shall provide its findings to the County and/or COMBAT Administration. If the County and/or COMBAT Administration desire additional study, after the in-house audit provided above, the County and/or COMBAT Administration and **Organization** shall engage a mutually agreed upon outside auditing firm to conduct further audit of each specific area identified, and shall share the costs of the outside auditor equally. The County warrants that all books, records, accounts, and any other documents in the possession of the County relative to COMBAT funds are public records open for inspection in accordance with Chapter 610, RSMo.

XXVI. REMEDIES FOR BREACH

Organization promises, covenants and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and **Organization's** failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such event, **Organization** consents and agrees as follows:

A. The County may without prior notice to **Organization** immediately terminate this Agreement; and,

B. In addition to the foregoing, the County shall be entitled to collect from **Organization** all payments made by the County for which **Organization** has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs and other expenses if it is necessary to bring legal action to recover such amount.

XXVII. SEVERABILITY

If any term of this Agreement is invalid, or incapable of being enforced by reasons 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 so expressed herein.

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$38,851.00**, which is hereby authorized.

February 22, 2000
Date

[Signature]
Director of Finance and Purchasing
Account No.: 008-4402-56005
44022010003

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**EXHIBIT A - AGENCY BUDGET
PREVENTION PROGRAM**

Forty Acres & A Mule, Inc. / Children's Connection

7620 E. 79th St.
Kansas City, MO 64138

Laurice A. Valentine
816-358-9036 [office] / 816-304-5299 [mobile]
childrens.connection@gmail.com or lav.childrensconnection@yahoo.com

Agency Budget	
Level and type of service	COMBAT Funds
Salary/Contract Labor	\$ 38,851.00
Fringe Benefits 10% Max	\$ -
Program Operating Expense	\$ -
Indirect Administration (7% Max of Salary ONLY)	\$ -
Total	\$ 38,851.00

Projected Operating Expense	
Description	Amount
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Projected Operating Expense	\$0.00

COMBAT funded positions ONLY.				
Position Title	Total Annual Salary	COMBAT Portion of Salary	Position Percent	Hours assigned to COMBAT Program monthly
Program Director	\$39,000.00	\$35,000.00	90%	139.00
Program Coordinator	\$5,513.00	\$3,851.00	70%	65.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
	\$0.00	\$0.00	0%	0.00
Total	\$44,513.00	\$38,851.00		

EXHIBIT B - AGENCY DIRECTORY- PREVENTION SERVICES

Forty Acres & A Mule, Inc. / Children's Connection

PROGRAM LOCATION	
Address	7620 E. 79th St.
City, State, Zip Code	Kansas City, MO 64138
Main Phone	816-358-9036
Main Fax	816-313-2619
Main Email	childrens.connection@ymail.com

Executive Director	Carolyn Hall
Address	7620 E. 79th St.
City, State, Zip Code	Kansas City, MO 64138
Phone	816-358-9036 [office] 816-210-4544 [mobile]
Fax	816-313-2619
Email	cbjh@hotmail.com

Program Director	Laurice A. Valentine
Address	7620 E. 79th St.
City, State, Zip Code	Kansas City, MO 64138
Phone	816-358-9036 [office] 816-304-5299 [mobile]
Fax	816-313-2619
Email	lav.childrensconnection@yahoo.com

COMBAT Program Contact	Laurice A. Valentine
Address	7620 E. 79th St.
City, State, Zip Code	Kansas City, MO 64138
Phone	816-358-9036 [office] 816-304-5299 [mobile]
Fax	816-313-2619
Email	lav.childrensconnection@yahoo.com

Financial Contact	Laurice A. Valentine
Address	7620 E. 79th St.
City, State, Zip Code	Kansas City, MO 64138
Phone	816-358-9036 [office] 816-304-5299 [mobile]
Fax	816-313-2619
Email	ernie@emiagency.com

Agency Board Chairperson	Carolyn Hall
Address	7620 E. 79th St.
City, State, Zip Code	Kansas City, MO 64138
Phone	816-358-9036 [office] 816-210-4544 [mobile]
Fax	816-313-2619
Email	cbjh@hotmail.com

If an agency has any staff changes listed on this form only, a memo on agency letterhead needs to be submitted to the COMBAT office so we can update our records