

COOPERATIVE AGREEMENT

COMBAT Grant Match

(January 1, 2013, through December 31, 2013)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **BOYS & GIRLS CLUB OF GREATER KANSAS CITY, 6301 Rockhill Road, Suite 303 Kansas City, MO 64131**, (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 to fund programs or services for the purpose of treating or preventing illegal drug use, drug-related offenses, and/or violence; and,

WHEREAS, Organization has been awarded a grant by the **United Way**; and,

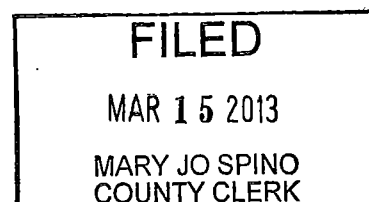
WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2013 funding; and,

WHEREAS, the Jackson County Legislature's Anti-Drug Committee has recommended the expenditure of **\$122,000.00**, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") to provide a local match to Organization's grant award;

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:

1. **Services.** Organization shall use COMBAT funds solely for the purpose of providing substance abuse treatment, drug prevention, and/or violence prevention services, as is more fully set forth in Organization's proposal, attached hereto and incorporated herein as Exhibit A; and,

Organization shall collaborate and cooperate with COMBAT Administration in its efforts to provide for the substance abuse and/or violence prevention needs of those who are returning to Jackson County from correctional institutions; and,



Organization has agreed to use COMBAT funds only as set forth in Exhibit A, Budget and Pricing Page, attached hereto.

2. **Payment.** The County agrees to pay to the Organization a total amount not to exceed **\$122,000.00**. Upon execution of this contract, an advance payment equal to one-quarter of the contract amount, totaling **\$30,500.00** will be submitted to Organization.

This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Organization understands that the failure to execute this Agreement by March 31, 2013, shall disqualify Organization from funding under this Agreement. Additionally, Organization understands that no payment shall be made under this Agreement until Organization's 2012 COMBAT contract has been fully reconciled, if applicable.

Organization agrees to submit a monthly expense report on forms provided by COMBAT Administration by the 20th of the following month, beginning on February 20, 2013. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. Any reports that are incorrect will delay payment. The remaining contract amount will be paid in a monthly amount equal to:

- (1) 1/12th of the 2013 contract amount or
- (2) Expenses year to date, whichever is the lesser of the two.

Organization agrees to submit quarterly program reports on forms provided by COMBAT Administration by the 20th of the month following the quarter's end. All April, August, and October payments will be detained until quarterly program reports are received and accurate. An annual report will be due by January 20, 2014.

The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

The final payment will not be processed until the agency's annual program report has been completely reconciled.

3. **Annual Report/Other Documentation.** Organization shall submit annual reports and other documentation 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 annual report for 2013 shall be submitted no later than January 20, 2014.

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 that might affect Outcome Measurement Framework chart.

4. **Evaluation Requirements.** Organization agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the program's impact on drug use. The Organization agrees to participate in an effectiveness evaluation of the Organization's program objectives and an overall evaluation of specific core items, as required by the COMBAT Administration. Organization further agrees to utilize an agency specific evaluation document. Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate Organization's performance periodically based on the Organization's quarterly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 17 if the Organization does not meet stated performance measures and contractual requirements.

5. **Audit.** The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization.

Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Financial Advisor prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

6. **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after

written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

7. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to COMBAT Administration (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) a statement of the agency's total budget for its most recent fiscal year; and, (3) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) Any document described herein which was submitted to COMBAT Administration, 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 County contract, including previous COMBAT contracts.

8. **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.

9. **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.

10. **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.

11. **Term.** The term of this Agreement shall commence as of January 1, 2013, and shall continue until December 31, 2013, unless sooner terminated pursuant to paragraph 6, 17, or 25 hereof.

12. **No Replacement Revenue.** It being recognized by the parties that the purpose of the COMBAT funds is to improve the quality and effectiveness of drug treatment and prevention services in Jackson County, it is therefore declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Organization in its normal duties.

13. **Conflict of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

14. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

COMBAT Administration
Fiscal Representative
Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Boys & Girls Club of Greater Kansas City
Agency's Fiscal Representative

Title
Name
Telephone

15. **Informational Reporting.** A designated representative of the organization shall attend meetings of the County Legislature and COMBAT Administration activities when so requested by either entity.

16. **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.

17. **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 other 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.

18. **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.

19. **Grant Funding.** If at any time during the term of this Agreement Organization's grant is terminated by **United Way** or if Organization is otherwise found to be out of compliance with the grant's requirements, then this Agreement shall terminate and Organization shall promptly refund COMBAT funds to the County. However, if this Agreement is terminated, Organization shall be entitled to receive just and equitable compensation for work completed pursuant to the requirements of the grant prior to the effective date of termination.

20. **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.

21. **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 appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

- A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
- B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

22. **Equal Opportunity Employment.** Organization shall maintain policies of employment as follows:

- A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

23. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization 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, Organization 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.

24. **Inspection 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 his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file annual 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 indicated.

Organization shall conduct internal audits of each specific area identified 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.

25. **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 even, Organization consents and agrees as follows:

- A. That 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.

26. **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.

27. **Transfer and Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

28. **COMBAT Contact.** For the purpose of this Agreement, the COMBAT Administration, or person designated by COMBAT Administration, shall act as the COMBAT Contact. The COMBAT Contact shall be responsible for overseeing the performance of the services to be rendered under this Agreement. The COMBAT Contact shall be authorized to accept minor changes in services rendered as long as they are not material nor do they substantially alter the services to be performed. Any substantial or material changes in the services provided under this Agreement must be approved by the COMBAT Administration and the County.

29. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the County in the event it is merged or purchased by any other entity.

30. **Incorporation.** This Agreement contains the entire understanding and agreement of the parties, and modifications hereto shall be enforceable only if in writing, signed by the parties hereto.

(Signature page to follow)

IN WITNESS WHEREOF, this Agreement has been executed this 15 day of March, 2013.

APPROVED AS TO FORM:

By: W. Stephen Nelson
W. Stephen Nelson
County Counselor

JACKSON COUNTY, MISSOURI
By: Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

BOYS & GIRLS CLUB OF GREATER KANSAS CITY

By: David A. Smith
David A. Smith
Title: President

Federal Tax ID No: 43-6072065

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 **\$122,000.00**, which is hereby authorized.

3/14/2013
Date

Director of Finance and Purchasing
Account No: 008-4405-56798
44052013002

Exhibit A: PROGRAM BUDGET INFORMATION
Boys & Girls Clubs - Kansas City
(Jan 1, 2013 – Dec 31, 2013)

| Budget Categories | COMBAT Program Budget | |
|---------------------------|------------------------------|-------------------|
| Personnel – Salaries | \$ | 105,850.00 |
| Fringe Benefits (max 10%) | \$ | 10,585.00 |
| Auditing/Accounting | | |
| Evaluation | | |
| Supplies | | |
| Postage | | |
| Printing | | |
| Meeting Expense | | |
| Mileage (Local Travel) | | |
| Training (in state only) | | |
| Memberships | | |
| Insurance | | |
| Indirect Administration | \$ | 5,565.00 |
| Other: | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL BUDGET | \$ | 122,000.00 |

Funds may not be used:

*For capital improvements (Article 6, Section 23 of the Mo. Constitution).

*For functions that have traditionally been performed by volunteers.

*For rent, utilities, or equipment.

Exhibit B

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 **Boys & Girls Club of Greater Kansas City**, (Organization name) 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 **Boys & Girls Club of Greater Kansas City**, 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)

David A. Smith
Authorized Representative's Signature
President
Title

David A. Smith
Printed Name
3/6/2013
Date

Subscribed and sworn before me this 6th day of March, 2013. I am commissioned, as a notary public within the County of Platte, State of Missouri, and my commission expires on August 14, 2016.

Mary Helen Preston
Signature of Notary

3/6/2013
Date

