

COOPERATIVE AGREEMENT

COMBAT Drug Prevention

(January 1, 2011, through December 31, 2011)

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and Family Conservancy, 444 Minnesota Ave., #200, Kansas City, KS 66101, (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 2011 funding; and,

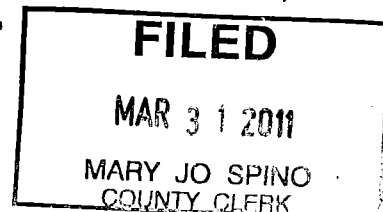
WHEREAS, the Jackson County Legislature has recommended the expenditure of \$21,000.00 , of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") for Organization to assist in the prevention of drug use and drug related offenses;

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 Renewal Application, attached hereto; and,



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 2011 shall be submitted no later than January 20, 2012.

V. 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

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.

XII. TERM

The term of this Agreement shall commence as of January 1, 2011, and will continue until December 31, 2011, unless sooner terminated pursuant to paragraph 7, 19, or 26 hereof.

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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. EQUAL OPPORTUNITY EMPLOYMENT

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.

XXV. 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.

XXVI. 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.

XXVII. ASSIGNMENT AND TRANSFER

Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

XXVIII. COMBAT CONTACT

For the purpose of this Agreement, COMBAT Administration or the 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 service provided under this Agreement must be approved by COMBAT Administration and the County.

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 \$21,000.00, which is hereby authorized.

March 30, 2011
Date

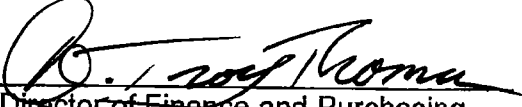

Director of Finance and Purchasing
Account No.: 008-4402-56005
44022011 030

Exhibit A
AGENCY/PROGRAM BUDGET INFORMATION
(Jan 1, 2011 – Dec. 31, 2011)

Budget Categories	Propose COMBAT Budget	Other Funding Amount	Name of other Funding Sources	Total Program Cost
Personnel – Salaries	11,500.00	27,811.00	See other funding source list below	39,311.00
Payroll Taxes	879.75	2,127.25		3,007.00
Fringe Benefits (Describe-health, vision, life & long term disability, pension/thrift plan, unemployment; max 10% of Salaries)	230.00	9,897.00		10,127.00
Auditing / Accounting Services	0.00	689.00		689.00
Evaluation	1,500.00	0.00		1,500.00
Postage	0.00	20.00		20.00
Printing	0.00	398.00		398.00
Meeting Expense	2,585.25	3,576.75		6,162.00
Mileage (Local Travel)	0.00	400.00		400.00
Travel (Out of Town)	0.00	760.00		760.00
Training		200.00		200.00
Memberships	0.00	200.00		200.00
Rent	0.00	0.00		0.00
Utilities	0.00			0
Insurance	0.00	964.00		964.00
Other:	0.00	0.00		0.00
Telephone/internet	0.00	3,419.00		3,419.00
TB/background checks	0.00	1,938.00		1,938.00
New Life partner	3,500.00	0.00		3,500.00
Indirect/Admin.	805.00	16,500.00		17,305.00
	0.00	0.00		0.00
Total Proposed Budget	21,000.00	68,900.00		89,900.00

Other funding for the Family Empowerment Program includes United Way of Greater Kansas City, CITI, individual donors and other local contributions.

1. Funds may not be used to provide capital improvements (Article 6, Section 23 of the Mo. Constitution).
2. Funds may not be used to pay salaries for functions that have traditionally been performed by volunteers.
3. Funds may not be used to pay 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 Family Conservancy 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, Family Conservancy, 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)

Betsy VanderVielde
Authorized Representative's Signature

Betsy VanderVielde
Printed Name

President and CEO
Title

3/25/11
Date

Subscribed and sworn before me this 25 day of March, 2011. I am commissioned as a notary public within the County of Wyandotte, State of Kansas, and my commission expires on 5-4-2011.

Linda Castle
Signature of Notary

3-25-2011
Date