

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the Kansas City, MO, Neighborhood and Community Services Department for its Neighborhood Improvement Plan Initiative, at a cost to the County not to exceed \$75,000.00.

RESOLUTION #16708, September 15, 2008

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the Prosecuting Attorney has recommended the execution of a Cooperative Agreement with the Kansas City, MO, Neighborhood and Community Services Department to provide \$75,000.00 for the Neighborhood Improvement Plan Initiative; and,

WHEREAS, this funding will support a drug prevention program through youth development and youth crime prevention efforts, which will offer after school programs which provide tutoring assistance, education and anger management classes, and health care services; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement with the Kansas City, MO, Neighborhood and Community Services Department, at a cost to the County not to exceed \$75,000.00; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contact.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

John P. Haller
Chief Deputy County Counselor

Mary Jo Spino
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16708 of September 15, 2008, was duly passed on September 29, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 0

9.30.08
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation therein authorized.

ACCOUNT NUMBER: 008 4135 56798

ACCOUNT TITLE: Anti-Drug Sales Tax Fund
Grant Match
Grant Match

NOT TO EXCEED: \$75,000.00

September 10, 2008
Date

D. Noel Thomas
Director of Finance and Purchasing

**COOPERATIVE AGREEMENT FOR SERVICES
JACKSON COUNTY PROSECUTOR'S OFFICE
FY 2008-2009**

THIS COOPERATIVE AGREEMENT is made and entered into this 1st day of July, 2008, by and between the City of Kansas City, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as "the City," and Jackson County, Missouri, hereinafter referred to as "the County."

WITNESSETH:

WHEREAS, the City and the County desire to enter into a cooperative agreement for the purpose of performing certain activities in furtherance of funds awarded by Jackson County COMBAT for the purposes of reducing crime and improving public safety; and

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES.

The County shall provide funds in the amount of \$75,000.00 to be used to assist youth activities identified by the Department's Neighborhood Improvement Plan Initiative.

The City shall use the \$75,000.00 to support the following activities:

a. **Youth Development-** Emphasis will focus on partnerships with groups for the purpose of youth development. The following types of programs will be supported through these partnerships: after school activities that provide tutoring and homework assistance, recreation and sports programs that offer supervised play, sports, games and physical fitness activities; educational and anger management classes, and health care services.

b. **Youth Crime Prevention-** Emphasis will focus on partnerships with groups that like school, community service and problem solving lessons to reach at-risk youth.

2. OBLIGATIONS The City and County shall:

a. Comply with all general, financial, and reporting requirements set forth under Jackson County COMBAT guidelines. b. Provide invoices identifying each expenditure of COMBAT funds used towards the City of Kansas City, Missouri, Neighborhood Improvement Program; encumbered funds are also to be reported in like manner.

d. The County shall pay the City a lump sum payment in the amount of Seventy five thousand and no cents (\$75,000) upon execution of this agreement.

FILED
DEC 11 2008
MARY JO SPINO
COUNTY CLERK

3. TERM. This agreement will be effective July 1, 2008 through December 31, 2008.
4. TERMINATION FOR CONVENIENCE. The City or County may terminate this Agreement at any time by giving five (5) days notice in writing to the other parties.
5. CONFLICT OF INTEREST. No officer, member or employee, of the City and no member of its governing body, may participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds of this Agreement. The County 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.
6. DISCRIMINATION. The City and County agree to comply with all provisions of Public Law 101-336 as well as 28 CFR Part 35 and 29 CFR Part 1630, as applicable (Americans with Disabilities Act), as amended from time to time during the course of this Agreement.
7. COMPLIANCE WITH LAW. The City and County shall comply with all applicable laws, ordinances and codes, and regulations of the federal, state and local governments in performing any of the work embraced in this Agreement.
8. AMENDMENTS. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, affects or modifies any of the terms or obligations contained in this Agreement. Any such verbal agreement or conversation shall be considered as unofficial information in no way binding upon the City or the County. The Agreement may be amended only in writing signed by all of the parties to this Agreement.
9. CITY AUDITOR. The County agrees that the City Auditor of the City or any duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the County involving transactions related to this Agreement.
10. PUBLICATIONS. The County shall submit one copy of all reports and proposed publications resulting from this agreement thirty (30) days prior to public release. All publicity releases or publications mentioning contracted activities will include a reference that this is a joint project of the City of Kansas City, Missouri and Jackson County COMBAT.
11. INCORPORATION OF FEDERAL / STATE LAWS AND REGULATIONS. The City and County shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations provided under this cooperative agreement which may be set forth in Exhibit A to this cooperative agreement. The federal/state laws and regulations applicable to the use of funds under this cooperative agreement including but not limited to those set forth in Exhibit A to this cooperative

agreement are incorporated and made part of this cooperative agreement by reference. The City and County agree that it is their responsibility to obtain and familiarize themselves with those laws and regulations. All laws and regulations incorporated into this cooperative agreement shall include all subsequent amendments.

12. NOTICES. Any notices or other communication required or permitted to be given hereunder must be in writing and will be deemed given three (3) days after posting in the United States mail, regular mail, postage prepaid, or upon receipt by personal or telefacsimile delivery, addressed to:

If to the City: City of Kansas City, Missouri
Neighborhood and Community Services
Attn: Gina Robinson
4th Floor, City Hall
414 East 12th St.
Kansas City, Missouri 64106
Phone: 816-513-3245
Fax: 816-513-3201

If to the COUNTY: Jackson County Prosecutor's Office
Attn: Tina Wise
415 East 12th, 11th Floor
Kansas City, Missouri 64106
Phone: 816-881-3555
Fax: 816-881-3814

Giving the other party ten (10) days notice in writing may change this information.

13. WARRANTY. The City and the County warrant that each has the authority to enter into this Agreement and that all necessary approvals have been given.

14. FILING. Pursuant to Section 70.300 of the Revised Statutes of Missouri, a copy of this Agreement shall be filed in the Office of the Secretary of State, State of Missouri, and another copy shall be filed in the Office of the Clerk of the Legislature for Jackson County, Missouri.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Signed: Dec. 11, 2008

Attest:

CITY OF KANSAS CITY, MISSOURI
A Constitutional Charter City

Vickie Thompson
City Clerk

By: Les Washington
Les Washington, Director,
Neighborhood & Community Services Dept.

Approved as to form and legality:

Nick Rowlette
Assistant City Attorney

Attest:

JACKSON COUNTY, MISSOURI

Mary P. Spino
Clerk of the Legislature

By: NSa
Jackson County Executive
Federal I.D. No. 440000524

Approved as to form:

JACKSON COUNTY, MISSOURI
PROSECUTING ATTORNEY

Mark S. Jones
Mark S. Jones
JACKSON COUNTY COUNSELOR

By: James F. Kangas
Jackson County Prosecuting Attorney

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 \$ 75,000.00, which is hereby authorized.

12/8/05
Date


Director of the Department of Finance
Acct. No. 008-4135-56798
4135 2008029