

CONSULTING AGREEMENT

AN AGREEMENT, made and entered into on this 4th day of December, 2015 by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **RESOURCE DEVELOPMENT INSTITUTE**, 3801 Southwest Trafficway, Kansas City, Missouri 64111, hereinafter called "RDI."

WITNESSETH:

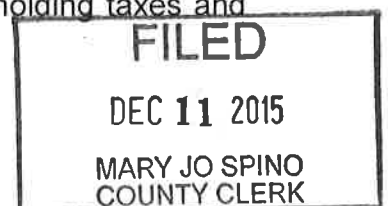
WHEREAS, the County and RDI desire to enter into an Agreement whereby RDI will evaluate COMBAT-funded anti-drug and anti-violent crime programs, at a cost to the County for 2015 not to exceed \$20,000.00; and,

WHEREAS, this Agreement is authorized by Resolution 18996, dated November 16, 2015, and pursuant to Request for Qualifications 48-15;

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

1. **Services To Be Provided.** RDI shall facilitate the evaluation of COMBAT-funded anti-drug and anti-violent crime programs, as is more fully set out in the program proposal and budget, attached hereto as Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** RDI shall work as an independent contractor and not as an employee of the County. RDI shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. RDI shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and



all other taxes, and operate its business independent of the business of the County, except as required by this Agreement.

3. **Terms of Payment.** The County agrees to pay RDI in the amount of \$20,000.00 for services rendered in 2015, pursuant to Exhibit A. Funding for future years as itemized pursuant to Exhibit A, in the amount of \$40,000.00 for 2016, and \$18,250.00 for 2017, shall be subject to appropriation in the then current Jackson County budget.

4. **Expenses.** RDI shall be responsible for all of its expenses incurred in the course of its work under this Agreement.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of RDI pertaining to its finances and operations.

6. **Conflict of Interest.** RDI 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 contract.

7. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, RDI 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, RDI 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.

8. **Duration.** This Agreement shall be effective upon execution, and terminate on May 31, 2017, or upon the County's receipt of the final report and accounting.

9. **Severability.** If any covenant or other provision 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.

10. **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 RDI 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 RDI, its officers, employees or agents during the performance of this Agreement.

11. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th
day of December, 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 

Michael D. Sanders
County Executive

ATTEST:

RESOURCE DEVELOPMENT
INSTITUTE



Mary Jo Spino
Clerk of the County Legislature

By: Cynthia M Larson
Title: Interim Executive Director
Federal Tax ID No. _____

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 \$20,000.00 which is hereby authorized.

Funds sufficient to meet this obligation for future years are subject to appropriation in the then current Jackson County budget.

December 8, 2015
Date



Director of Finance and Purchasing
Account No. 008-4401-56080

PC 44012015017

EXHIBIT A

Res. 18996

RDI - COMBAT: November 1, 2015 - November 30, 2016		
AVSI	Prevention	Contract Payment Schedule \$50,000
NOVEMBER: Scope of work and contract signatures		November, 2015 \$20,000
NOVEMBER: Review and Selection of Existing Population and Program Items-Link to Logic Model		
December 15, 2015: Meet with COMBAT to select measurement items, Finalize Items		
JANUARY 15, 2016: Develop Excel database(s) for agency use		January, 2016 \$5,000
Schedule and meet with agencies during small group meetings-present measures, resolve barriers COMBAT expects 9-12 agencies January, 2016	COMBAT expects 45-55 agencies COMBAT Agency meeting April, 2016 RDI meeting with agencies May, 2016	March, 2016 \$5,000
Develop Process Survey and launch 2/1/2016	Schedule and meet with agencies. Utilizing small group meetings-present measures, resolve barriers	May, 2016 \$5,000
Write interim report: items selected and Logic Model fit, agency adoption, process data 2/28/2016	Develop Process Survey and launch June, 2016	July, 2016 \$5,000
Check in with Agencies March, 2016	Write interim report: items selected and Logic Model fit, agency adoption, process data from survey	September, 2015 \$5,000
Revise and Launch Survey March, 2016	Check in with Agencies August, 2016	
AVSI baseline data due April 15, 2016	Revise and Launch Survey September, 2016	
AVSI Baseline Data Report-with some process, May 30, 2016	Prevention Data Due October 15, 2016	November, 2016 \$5,000
COMBAT meeting to process report June/July, 2016	Prevention Baseline Report, November 30, 2016	

RDI – COMBAT: December 1, 2016 – May 31, 2017		
AVSI	Prevention	Contract Payment Schedule \$28,250
November/December, 2016: Scope of work revisions and contract extension/amendment		December, 2016 \$10,000
Schedule agencies small group meetings-check in and resolve barriers August/September	Follow up with agencies to be sure capturing data January, 2017	
Follow up with agencies to be sure capturing data December, 2016	Schedule agencies small group meetings-check in and resolve barriers, February, 2017	February, 2017 \$5,500
Schedule meetings with agencies for data check in and survey if needed January, 2017	Schedule agencies small group meetings to check in and resolve barriers, February 2017	
Meet with agencies data check in and survey if needed February, 2017	Meet with agencies data check in and survey if needed March 2017	March, 2017 \$7,750
AVSI Year 1 data due April 15, 2017	Prevention 6 month data due April 15, 2017	
AVSI Baseline Data Report-with some process, May 30, 2017	Prevention Baseline Data Report-with some process, May 30, 2017	May, 2017 \$5,000

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 **Resource Development Institute** 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, **Resource Development Institute**, 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
Tatiana Escobar Director
Title

Cynthia M. Larson
Printed Name
12-4-15
Date

Subscribed and sworn before me this 4th day of December, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 2/23/18.

[Signature]
Signature of Notary

12/4/15
Date

CAROL A. LILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County

My Commission Expires Feb. 23, 2018
Commission # 14939322