

**CONSULTING AGREEMENT**

**AN AGREEMENT**, made and entered into on this 29 day of May, 2014 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:**

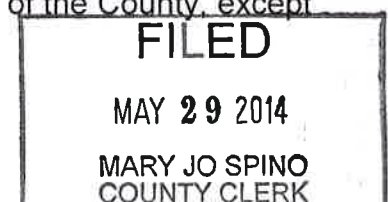
WHEREAS, the County and RDI desire to enter into an Agreement whereby RDI will evaluate COMBAT-funded Anti-Violence Special Initiative (AVSI), at a cost to the County not to exceed \$57,625.00; and,

WHEREAS, this Agreement is authorized by Resolution 18532, dated May 19, 2014, and pursuant to Request for Qualifications 20-14;

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 AVSI programs, as is more fully set out in the program proposal 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 an amount not to exceed \$57,625.00 to RDI for the services specified in this Agreement. Payments shall be made on submission of invoices by RDI in accordance with the following schedule:

- (I) 20%, upon execution of the Agreement - \$11,525
- (II) 20%, August 1, 2014, upon receipt of the Interim Progress Report - \$11,525;
- (III) 20%, October 1, 2014, upon receipt of Policy Report and Recommendations - \$11,525; and
- (IV) 20%, November 1, 2014, upon receipt of the Interim Outcomes Report - \$11,525
- (V) 20%, February 1, 2015, upon receipt of the Final Report - \$11,525

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, 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.

8. **Duration.** This Agreement shall be effective upon execution, and terminate on March 31, 2015, 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 29

day of May, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

By: Michael D. Sanders  
Michael D. Sanders  
County Executive

ATTEST:

RESOURCE DEVELOPMENT  
INSTITUTE

Mary Jo Spino  
Mary Jo Spino  
Clerk of the County Legislature

By: Cheri Bush  
Title: Executive Director  
Federal Tax ID No. 44-0562047

### 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 \$57,625.00 which is hereby authorized.

May 29 2014  
Date

Director of Finance and Purchasing  
Director of Finance and Purchasing  
Account No. 008-4401-56080  
44012014003

# PROGRAM PROPOSAL

## EXHIBIT A

Stacy,

RDI agrees with the following Evaluation Plan for COMBAT's Anti Violence Special Initiative, for the price of \$57,625.

Evaluation tasks to be presented to COMBAT through contract with Resource Development Institute (RDI):

1. Outcomes of the projects funded through the AVSI--to what extent to individual projects contribute to reducing violence?
2. To what extent did the overall AVSI contribute to reducing violence?
3. Demographic profile of the participants who were served; who (what type program staff) provided what services (modality, type, intensity, duration), to whom (individual characteristics), in what context (system, community)?
4. Implementation evaluation (including work of COMBAT's AVSI workgroup):
  - a. How closely did implementation match the originally proposed plans?
  - b. What types of changes were made to the originally proposed plans?
  - c. What types of services were provided and what gaps remain in service delivery?
  - d. What effect did the changes have on the planned intervention and performance assessment?
5. Review the logic models of each AVSI project and of the overall project to find policy development opportunities that may have long-term implications for viable violence-reduction set of objectives.
6. Content Analysis of all monthly progress reports for Policy Development and Collaboration implications.
7. Interview of Partners for policy development and collaborative opportunities to compare with the items (1) and (2) above; score and analyze for use by program planners.

RDI looks forward to working with COMBAT and the AVSI stakeholders on this important initiative in our community  
Thank you for the opportunity!

Sincerely,

**Donna M. Bushur, MSW**

Executive Director

Resource Development Institute

3801 Southwest Trafficway

Kansas City, MO 64111-2902

(816) 221-5000 X 3108

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.)

Donna Bushur  
Authorized Representative's Signature  
Executive Director  
Title

Donna Bushur  
Printed Name  
5-21-14  
Date

Subscribed and sworn before me this 21st day of May, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 07/15/2015

Peggy J. Davis  
Signature of Notary

05/21/2014  
Date

