

PCP  
7/1/10

CONSULTING AGREEMENT

**AN AGREEMENT**, made and entered into on this 26 day of August, 2010, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, 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 Drug Abuse Resistance Education (DARE) programs, at a cost to the County not to exceed \$21,940.00; and,

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 DARE 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

FILED  
AUG 31 2010  
MARY JO SPINO  
COUNTY CLERK

as required by this Agreement.

3. **Terms of Payment.** The County agrees to pay an amount not to exceed \$21,940.00 to RDI for the services specified in this Agreement, payments to be due upon receipt of RDI's monthly invoices.

4. **Expenses.** RDI shall be responsible for all of its expenses incurred in the course of its work under this Agreement, except as specifically set out in Exhibit A.

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. **Duration.** This Agreement shall be effective upon execution, and terminate on June 30, 2011, or upon the County's receipt of the final report, which shall be due on or before July 31, 2011.

8. **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.

9. **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.

10. **Incorporation.** This Agreement together with attached Exhibit A incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 31 day of August, 2010.

APPROVED AS TO FORM:

William G. Snyder  
William G. Snyder, County Counselor

JACKSON COUNTY, MISSOURI

By Michael D. Sanders  
Michael D. Sanders, County Executive

ATTEST:

Mary Jo Spirio  
Mary Jo Spirio,  
Clerk of the County Legislature

RESOURCE DEVELOPMENT  
INSTITUTE

By: Walter T. Beal  
Title: Executive Director  
Tax I.D. 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 \$21,940.00 which is hereby authorized.

August 30, 2010  
Date

David M. ...  
Director of Finance and Purchasing  
Account No. 008-4401-52080  
44012010003



Resource Development Institute

Since 1950

3801 Southwest Trafficway | Kansas City, MO 64111-2902  
T 816.221.6000 | F 816.221.3497 | W www.rdic.org

### 2010 COMBAT D.A.R.E. Evaluation Proposal

The Resource Development Institute (RDI) is a non-profit organization, founded in 1950, that provides local and regional leadership in evaluation, needs assessment, and community research. RDI appreciates the opportunity to submit a proposal to COMBAT for conducting an evaluation of the COMBAT funded D.A.R.E. substance abuse prevention program.

The Resource Development Institute (RDI) proposes to:

- Work with COMBAT staff to integrate the D.A.R.E. pre-post evaluation survey developed by local COMBAT and local D.A.R.E. officers with the new national D.A.R.E. program pre-post evaluation survey.
- Develop a data base for the analysis of the evaluation data.
- Work with COMBAT staff to identify twenty-six (5<sup>th</sup> grade) D.A.R.E. classrooms where the curriculum will be taught in the fall semester 2010 – one each from 26 schools in Jackson County.
- Accompany the D.A.R.E. officer to first class and conduct the pre-test.
- Accompany the D.A.R.E. officer to last class and conduct the post-test.
- Enter all evaluation data into the data base.
- Conduct an analysis of all the evaluation data.
- Prepare an evaluation report for COMBAT with pre-post results.
- Return to all twenty-six (5<sup>th</sup> grade) D.A.R.E. classrooms evaluated in the fall semester in May 2011 and conduct a second post-test.
- Enter all evaluation data into the data base.
- Conduct an analysis of all the evaluation data.
- Prepare an evaluation report for COMBAT with pre-post-post results.

Budget

Salaries	11,315.00
Benefits	2,490.00
Mileage	1,070.00
Supplies	315.00
Printing	880.00
Total Fall (2010)	<u>16,070.00</u>
Salaries	3,850.00
Benefits	850.00
Mileage	580.00
Supplies	155.00
Printing	435.00
Total Spring (2011)	<u>5,870.00</u>
Total Project	21,940.00

Total Cost for Project:

\$21,940.00

Thank you for your consideration of this proposal.



*Walter T Boulden*  
Walter T Boulden, Ph.D.  
Executive Director

