R.21942

COOPERATIVE AGREEMENT

COMBAT Substance Use Disorder Prevention and Violence Prevention
(January 1, 2025, through December 31, 2026)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and, **Housing Services of Kansas City, 3822 Summit St., Kansas City, MO 64111**, (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 and violent crime in our community; and,

WHEREAS the voters and the Jackson County Legislature authorized the Prosecuting Attorney to contract with qualified not-for-profit community prevention Organizations, whether public or private, to fund programs or services for the purpose of preventing substance use disorders and violent crime-related offenses; and,

WHEREAS Organization proposes to provide services to prevent substance use disorders or violent crime; and,

WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2025 and 2026 funding; and,

WHEREAS, the Jackson County Legislature has authorized the expenditure of **$49,485.12,** of COMBAT Anti-Crime Sales Tax funds (hereinafter referred to as "COMBAT funds") for Organization to assist in the prevention of substance use disorders, drug-related offenses, and violent crimes.

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:

1. Services. Organizations shall use COMBAT funds solely for the purpose of providing substance use disorder prevention and/or violent crime prevention services as submitted in its funding application. If modifications have been made to the Organization's project plan, written approval must be obtained from COMBAT. Organization shall submit the address, times, and dates where services are actually being rendered or where clients are being served.

Organization shall collaborate and cooperate with COMBAT Administration in its efforts to provide for the substance abuse needs of those who are returning to Jackson County from correctional institutions. Further, Organization shall make every effort to accommodate individuals in need of treatment who are referred by the County's Drug Court program. Organization shall participate in the collection of data in accordance with

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AUG 06 2025
MARY JO SPINO
COUNTY CLERK

requirements set forth by COMBAT and shall utilize the COMBAT ~ Connections software application. Organization should ensure that services are available to COMBAT eligible clients during the entire contract period. Organization has agreed to use COMBAT funds only as set forth in Exhibit B, Program Budget Page attached hereto.

2. **Payment**. The County agrees to pay the Organization a total amount not to exceed **$49,485.12,** each year through the duration of this agreement, subject to appropriation. Upon execution of this Agreement, Organization may submit an invoice documenting costs incurred dating back to January 1, 2025.

This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Organization understands that no payment shall be made under this Agreement until Organization's 2025 and 2026 COMBAT contract, if applicable, has been fully reconciled.

Organization agrees to begin the contract period by submitting quarterly program reports covering three-month increments on forms provided by the COMBAT Administration, due by the 20th of the month following the end of each quarter. Each quarterly report must include monthly invoices for the three-month period. COMBAT staff will notify the Organization when monthly reports and invoices will resume.

All payments will be processed within 45 days of receipt of a complete and accurate quarterly invoice. Payments will be withheld until the quarterly program report and accompanying invoices are received and approved. Submission of incorrect or incomplete reports will delay payment.

The County reserves the right to audit all invoices and to reject any invoice for a good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

Program reports or billing that are greater than 60 days late will not be reviewed or processed for payment. Organizations have 30 days to submit an appeal to the COMBAT Deputy Director.

A final Program Report will be due from Organization by January 20, 2027. The final payment will not be processed until the agency's annual program report has been completely reconciled. If the final program report is not received and approved by February 06, 2027, the award will be closed, and no final payment will be made.

3.**Program Requirements**. All COMBAT Substance Use Disorder Prevention and Violence Prevention funded programs must adhere to the following:

A. The organization must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
A. Organization must operate one or more Substance Use Disorder Prevention, Drug Prevention or Violence Prevention evidence-based or research-based project(s) that is supported by research and scientific theory.
B. Organization must be a governmental agency, or an agency 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.
C. 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.
D. Organization must submit monthly invoices and a Program Report of activities in the format specified by COMBAT. Program reports must be approved by COMBAT staff before payment will be processed for each month.
E. Organization must agree to accept referrals from the Jackson County Treatment Courts or other referrals by the COMBAT Administration, when requested.
F. Organizations must participate in other COMBAT sponsored activities as notified or requested.
G. Organizations must follow COMBAT on Twitter and Facebook.
H. Organizations must provide a high-resolution version of their logo.
I. Organizations must provide a minimum of two (2) "success stories" of clients served through the COMBAT-funded services the agency provides. These success stories can come in the form of an article, first-person stories/letters, videos, poems, a link to a story posted on the agency's website, etc.
J. Organization must have a representative participate in each monthly COMBAT STRIVIN Hub meeting that is close to their funded program(s).

4.<u>Evaluation Requirements</u>. Organization agrees that evaluative outcomes should 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 treatment program's impact on drug use. The Organization agrees to participate in an effective evaluation of the Organization's program objectives and an overall evaluation of specific core items, as required by COMBAT Administration. Organization further agrees to utilize an agency specific evaluation document.

Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate the Organization's performance periodically based on the Organization's monthly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 19 if the Organization does not meet stated performance measures and contractual requirements. COMBAT will conduct unannounced site visits to any and all agencies.

5.Audit. The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization in order to ensure COMBAT anti-drug funds are being used to support COMBAT programs and services. Organization agrees to establish and adopt accounting standards and forms as may be recommended by the County's Financial Advisor prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

6.Default. If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default continue for ten (10) days after Organization receives written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

7.Submission of Documents. No payment shall be made under this contract unless the contracting agency shall have submitted to COMBAT Administration (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; and, (2) a statement of the agency's total budget for its most recent fiscal year; (3) an IRS Form 990; (4) a statement of Good Standing with the Missouri Secretary of State. Any document described herein which was submitted to COMBAT Administration as a part of an application for funding need not be resubmitted to qualify for payment; and (5) proof that organization is on Jackson County tax roll and current on Jackson County taxes. No payment shall be made if the contract agency is out of compliance with any COMBAT contract, including previous COMBAT contracts.

8.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.

9.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.

10.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.

11.Term. The term of this Agreement shall commence as of January 1, 2025, and will continue until December 31, 2026, unless sooner terminated pursuant to paragraph 6, 19, or 26 hereof.

12.No Replacement Revenue. It being recognized by the parties that the purpose of the COMBAT funds is to improve the quality and effectiveness of drug treatment services in Jackson County, it is therefore declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Organization in its normal duties.

13.Purchasing. Organization hereby agrees that purchases to be reimbursed from COMBAT funds provided by this Agreement will be with bidders/vendors that have received certificates of compliance from the County's Affirmative Action Program as administered by the County's Compliance Review Officer.

14.Conflict of Interest. Organization 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.

15.Financial Contact. Organization shall designate a program and a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the program operations and billing of the services agreed upon here.

Housing Services of Kansas City

Agency's Fiscal Representative

CFO Title

Yohannes Hirsh Name

(816) 820-7920 Telephone

Agency's Program Representative

Director of Resident Services Title

Gerald Douglas Name

816-968-4226 Telephone

16.Informational Reporting. A designated representative of Organization shall attend meetings of the County Legislature and COMBAT Administration activities when requested by either entity.

17.Publicity. If Organization receives or obtains any media attention because of this project, Organization is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract. Failure to comply will result in Suspension, Termination and Disqualification.

18. Suspension, Termination, and Disqualification. COMBAT may suspend the payment of funds based on a determination that:

A. The nature of deficiencies results in substantial probability of or actual jeopardy to individuals being served.
B. Serious or repeated incidents of abuse or neglect of individuals being served or violations of rights have occurred.
C. Fraudulent fiscal practices have transpired, significant and repeated errors in billings, or continuous late submission of billing to COMBAT have occurred.
D. Failure to secure appropriate certification has occurred, including falsification or fabrication of any information used to determine compliance with requirements.
E. The nature and extent of deficiencies results in the failure to conform to the basic principles and requirements of the program or service being offered.
F. An organization has failed to comply with COMBAT and/or Jackson County requirements, or falsification of any information used to determine compliance has occurred.
G. An organization has failed to comply with the scope of work of contracted services.
H. An organization has failed to acknowledge COMBAT in the media or in printed materials.
I. An organization's Staff display hostile behavior, refuses, or hinders a site review by COMBAT staff.

19. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated for any reason or no reason by either of the parties upon

thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date 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.

20.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.

21.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.

22.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.
A. 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.

23.Equal Opportunity Employment. Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. Organization shall take affirmative action as set

forth to ensure that applicants are employed, and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

A. Organization and Organization's subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

24.Employment of Undocumented Workers Prohibited. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an undocumented worker 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 Exbibit A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

25.Inspections or Audits by the County. The performance of this Agreement shall be subject to review by the County. Organization shall file the annual program specific compliance reports as required.

The County and or COMBAT may provide to Organization a list identifying specific areas funded by COMBAT funds which are to be inspected or audited by the County, and the definition and scope of a review audit of each specific area identified. Organization shall conduct internal audits of each specific area identified relative to the program and shall provide its findings to the County and/or COMBAT Administration. If the County and/or COMBAT Administration desire additional study, after the in-house audit provided above, the County and/or COMBAT Administration and Organization shall engage a mutually agreed upon outside auditing firm to conduct further audit of each specific area identified and shall 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.

26.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,

A. In addition to the foregoing, the County shall be entitled to collect from the 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.

27.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.

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

29.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 if 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.

30.Organization Identity. If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the County in the event it is merged or purchased by any other entity.

31.Incorporation. This Agreement contains the entire understanding and agreement of the parties, and modifications hereof shall be enforceable only if in writing, signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 5th day of August, 2025.

APPROVED AS TO FORM:

By: _____
Bryan O. Covinsky
County Counselor

ATTEST:

By: _____
Mary Jo Spino
Clerk of the County Legislature

JACKSON COUNTY, MISSOURI

By: _____
Melesa Johnson
Prosecuting Attorney

Housing Services of Kansas City

By: _____

Title: Executive Director

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 **$49,485.12**, which is hereby authorized.

8-5-2025
Date

_____
Director of Finance and Purchasing
Account No.: 008-4407-56005

SCON-10001286 DM

R.21942
Exbibit A

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 **Housing Services of Kansas City**, 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 **Housing Services of Kansas City**, 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)

Nana C. Eath
Authorized Representative's Signature

Nana C. Eath
Printed Name

Executive Director
Title

7/30/2025
Date

Subscribed and sworn before me this 30 day of July, 2025. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on April 21, 2028.

Taai Gumbel
Signature of Notary

July 30, 2025
Date

TAAI GUMBEL
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 20383985
My Commission Expires Apr 21, 2028

Exhibit B-Prevention Program Budget

Housing Authority of Kansas City, Missouri, 3822 Summit, Kansas City MO 64111

Financial Contact - Yohannes Hirsh 816-968-4220 email, yhirsh@hakc.org

(January 1, 2025– December 31, 2026)

NOTE: The budget categories listed below are examples only. The categories should be changed as needed to appropriately reflect spending based on the proposed scope of work.

Budget Categories	COMBAT Program Budget
Personnel – Salaries	$ 45,000.00
Fringe Benefits (capped) 1/	$ 4,485.12
Supplies	
Postage	
Printing	
Meeting Expense	
Mileage (Local Travel)	
Training (local)	
Memberships	
Insurance	
Other program expenses	
Indirect Administration (max 7% of total)	
TOTAL BUDGET	$ 49,485.12

1/ Please see fringe cap guidance on "*Contract Exhibit Instructions" tab.*

Funds may not be used:

***To purchase, improve, refurbish, or repair land, building, or capital equipment (Sec. 9304).**
***For capital improvements (Article 6, Section 23 of the Mo. Constitution).**
***For functions that have traditionally been performed by volunteers.**
***Computers**
***Alcoholic Beverages**
***Annual Audit**
***Non-local travel**
***Bonuses**
***Cell Phone Allowances unless 100% used for COMBAT funded program services.**
***Rent for Program Operations**
***Property Insurance**
***Overtime greater than 10 hours without prior approval**

Additional Budget Info **:**

*** *Meals* - A summary of the meeting explaining how it relates to the proposed scope of work and a list of all participants must accompany any reimbursements for meeting meal expenses.**
****Gift Cards* - A list of each recipient and a brief explanation of the purpose and how it relates to the proposed scope of work must accompany any reimbursement request**
***Personnel Cost - Should not include *employer's liability*, i.e., employment taxes.**
***Rental Assistance payments must be made to the landlord.**
***Payments to contractor/1099 payees must be accompanied by an invoice.**
***Supporting backup for payments made by checks must include the front and back of the check with the bank's endorsement.**

03/25/2025el