

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a six (6) month contract to increase the capacity to track drug treatment data among the treatment providers for use by the Jackson County COMBAT Commission, as a sole source purchase, to National Council on the Alcohol and Drug Dependence (NCADD) of Kansas City, MO, at a cost to the County not to exceed \$40,000.00.

RESOLUTION #16711, September 22, 2008

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source and requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends a contract with NCADD to increase the capacity to track drug treatment data among the treatment providers, for use by the Jackson County COMBAT Commission; and,

WHEREAS, the Director of Finance and Purchasing has determined that NCADD is the sole source for these services as NCADD has been the main agency establishing and developing the network; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director

be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

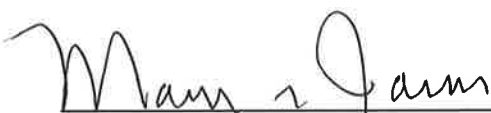
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on contract, subject to appropriations.

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

APPROVED AS TO FORM:



Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16711 of September 22, 2008, was duly passed on September 29, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

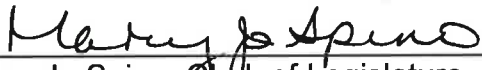
Nays 0

Abstaining 0

Absent 0

Excused 1

9.30.08
Date



Mary Jo Spino, Clerk of Legislature

Funds sufficient for this expenditure will be transferred by Resolution #16709.

September 17, 2008
Date



Director of Finance and Purchasing

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **Jackson County, Missouri**, hereinafter called "the County" and the **National Council on Alcoholism and Drug Dependence, Inc.**, 633 East 63rd Street, Kansas City, MO 64110, hereinafter called "NCADD."

WHEREAS, the County desires to retain the services of NCADD to provide drug treatment data tracking to the Jackson County COMBAT Commission; and,

WHEREAS, the County deems it to be in the best interest of the citizenry to support such efforts; and,

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

1. Services To Be Provided. NCADD shall use the County's funding to provide drug treatment data tracking software, and technical assistance to the treatment providers during the implementation, as is more fully set forth in the Letter from Jean Jacobs, dated June 20, 2008, attached hereto as Exhibit A.

2. Independent Contractor. NCADD shall work as an independent contractor and not as an employee of the County. NCADD 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. NCADD 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.

FILED
NOV 10 2008
MARY JO
COUNTY

3. Terms for Payment. The County agrees to pay an amount not to exceed \$40,000.00 throughout the term of this agreement. NCADD shall be entitled to submit monthly invoices to the County for services rendered and said invoices will be paid by County in a timely manner.

4. Duration and Termination. This Agreement shall be effective on June 30, 2008, and shall terminate on December 31, 2008, unless sooner terminated. NCADD or the County may terminate this Agreement for any reason by giving three (3) days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or NCADD may be entitled to receive or be obligated to perform under this Agreement for services prior to the date of termination, but payment pursuant to paragraph 3 of this Agreement shall terminate as of the date of said notice, and shall be prorated through that date. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the NCADD to the County within ten (10) days after the termination of this Agreement.

6. Assignment. NCADD agrees, in addition to all other provisions herein, that NCADD shall not assign any portion or the whole of this contract without the prior written consent of the County.

7. Time of the Essence. Timely performance of all duties provided herein is of the essence of this Agreement.

8. Remedies for Breach. NCADD agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and NCADD's failure to do so shall represent and constitute a breach of this Agreement. In such event, NCADD consents and agrees as follows:

(1) The County may without prior notice to NCADD immediately terminate this Agreement; and,

(2) The County shall be entitled to seek any available legal remedy and to collect from NCADD all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs, and expenses.

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. Conflict of Interest. NCADD 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 10th day of November, 2008.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Mark S. Jones
Mark S. Jones, County Counselor

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

ATTEST:

NATIONAL COUNCIL ON ALCOHOLISM
AND DRUG DEPENDENCE, INC.

Mary Jo Spino
Mary Jo Spino, Clerk of the Legislature

By: Jan Jacobs
Executive Director

Fed. I.D. 44-0641486

REVENUE CERTIFICATE

I hereby certify 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 of \$40,000.00 which is herein authorized.

10/30/08
Date

Deborah Thomas
Director of Finance and Purchasing
Account No. 008-4401-56080
44012008029

EXHIBIT A - AGENCY BUDGET

NCADD/COMBAT Connections

633 E. 63rd St.
 Kansas City, MO 64110

Molly O'Neill
molly@crn.org

2008 Agency Budget	
Level and type of service	COMBAT Funds
Salary/Contract Labor	\$0.00
Fringe Benefits (10% of Salary Max)	\$ -
Program Operating Expense	\$ 40,000.00
Indirect Administration (10% of Salary Max)	\$ -
Total	\$ 40,000.00

Projected Operating Expense	
Description	Amount
Software technical support to tx agencies	\$25,000.00
Software development	\$15,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Projected Operating Expense	\$40,000.00

COMBAT funded positions ONLY.		
Position Title	Total Annual Salary	COMBAT Portion of Salary
Total	\$0.00	\$0.00