

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Consulting Agreement with the Resource Development Institute of Kansas City, Missouri, to continue its evaluation efforts of anti-drug prevention and treatment programs and to institute processes that will lead to evaluation of DARE and grant match programs, at a cost to the County not to exceed \$50,000.00.

RESOLUTION #16816, February 2, 2009

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the COMBAT staff has recommended funding for the Resource Development Institute ("RDI") to continue its evaluation efforts for the prevention and treatment programs and to institute processes that will lead to evaluation of DARE and grant match programs, at cost to the County not to exceed \$50,000.00; and,

WHEREAS, staff recommends that bids not be solicited for these services, because of RDI's unique familiarity with COMBAT and the work required; and,

WHEREAS, RDI will provide evaluation services, and will begin to prepare DARE programs for future involvement in the process; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute for the County a Consulting Agreement with Resource Development Institute of Kansas City, Missouri, in a form to be approved by the County Counselor, at a cost to the County not to exceed \$50,000.00; and,

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

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

APPROVED AS TO FORM:

[Signature]
Chief Deputy County Counselor

[Signature]
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16816 of February 2, 2009, was duly passed on February 9, 2009 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 6

Nays 0

Abstaining 0

Absent 3

2-10-09
Date

[Signature]
Mary Jo Spino, Clerk of Legislature

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 herein authorized.

ACCOUNT NUMBER: 008 4401 56080
ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT Administration
Other Professional Services
NOT TO EXCEED: \$50,000.00

2/2/09
Date

[Signature]
Director of Finance and Purchasing

CONSULTING AGREEMENT

AN AGREEMENT, made and entered into on this 17th day of February, 2009, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter called "the County" and **RESOURCE DEVELOPMENT INSTITUTE**, 601 Walnut, Kansas City, Missouri 64106, hereinafter called "RDI."

WITNESSETH:

WHEREAS, the County and RDI desire to enter into an Agreement whereby RDI will evaluate anti-drug prevention and treatment programs, and will institute processes that will lead to evaluation of DARE and grant match programs, at a cost to the County not to exceed \$50,000.00; 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 anti-drug prevention and treatment programs, and shall institute processes that will lead to evaluation of DARE and grant match programs, as is more fully set out in the program proposal attached hereto as Exhibit A.
2. **Terms of Payment.** The County agrees to pay an amount not to exceed \$50,000.00 to RDI for the services specified in this Agreement, upon receipt of RDI's monthly invoices and documentation satisfactorily evidencing RDI's expenditure of these funds.
3. **Annual Report.** RDI shall submit an annual report including invoices and

cancelled checks and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid by the County were used for the purposes set forth in this Agreement. Said report shall be submitted no later than March 31, 2010, to the Director of Finance and Purchasing, 415 East 12th Street, Kansas City, Missouri 64106. Failure to file said annual report shall disqualify RDI from future funding by the County.

4. **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.

5. **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.

6. **Duration.** This Agreement shall be effective upon execution, and terminate on December 31, 2009, or upon the County's receipt of the final report and accounting.

7. **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.

8. **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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 24 day of February, 2009.

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:

RESOURCE DEVELOPMENT INSTITUTE

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

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 \$50,000.00 which is hereby authorized.

2/23/09
Date

Director of Finance and Purchasing
Account No. 008-4401-56080
44012009003



Resource Development Institute

2009 COMBAT Technical Assistance/Evaluation Proposal

Based on the recommendations of the 2007 COMBAT review and the findings of the 2007 COMBAT Treatment Program Evaluation, the Resource Development Institute (RDI) is recommending that COMBAT refine its process for a county-wide evaluation of COMBAT funded treatment and prevention programs. This process will greatly assist COMBAT in its ability to determine how agency efforts measure up to, and contribute to the attainment and ongoing refinement of county-wide COMBAT identified goals and objectives. It will also greatly assist in the integration of these identified goals and objectives into the decision making process for future funding of programs. In turn, ongoing evaluation efforts will provide findings which more easily help the media, the general public, and other stakeholders understand the accomplishments and impact of COMBAT's investment in prevention and treatment strategies. They will also more readily be able to identify gaps in the overall prevention and treatment programs, which will inform future COMBAT planning strategies.

The Resource Development Institute (RDI) proposes to:

- Assist COMBAT staff in the scoring process 2009 Treatment RFP by:
 - developing a scoring mechanism for the COMBAT treatment RFP based on the specific areas of interest developed by the Jackson County Legislature: Client Criminal Behavior and Recidivism; Cost Savings; Unintended Benefits to Taxpayers; Benefits to Individuals; Client Satisfaction; Study of Best Practices; and Attitudes of the General Public.
 - tabulating the results of the treatment RFP scoring process for COMBAT
 - developing a scoring mechanism and public feedback survey for the public presentation/hearing of the treatment agencies seeking COMBAT funding – (the presentation will be focused on what the agencies are doing and the impact of their efforts); and
 - tabulating the results of the presentation/hearing surveys for COMBAT
- Work with COMBAT staff to assist networking drug court with all COMBAT funded treatment programs in addition to the specific one contracted by Drug Court
- Work with COMBAT staff to assist DARE in the use of the logic model and identifying protective factors being addressed by the program