

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$131,240.00 within the 2008 Anti-Drug Sales Tax Fund to fund professional service contracts recommended by the Executive Transition Team, and awarding a five (5) month contract for the creation of a prevention program team to assess future funding for drug prevention agencies and a four (4) month contract for the redesign of Drug Prevention Agency reporting and internal monitoring, both for use by the Jackson County COMBAT Commission, as sole source purchases, to Resource Development Institute (RDI) of Kansas City, MO, at a total cost to the County not to exceed \$50,000.00.

RESOLUTION #16709, September 15, 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 RDI for the creation of a prevention program team to assess future funding for drug prevention agencies for use by the Jackson County COMBAT Commission at a cost to the County not to exceed \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing also recommends a contract with RDI for the redesign of Drug Prevention Agency reporting and internal monitoring for use by the Jackson County COMBAT Commission to Resource Development Institute (RDI) of Kansas City, MO, at a cost to the County not to exceed \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing has determined that RDI is the sole source for these services as RDI has worked with COMBAT in developing the overall evaluation plan and already has knowledge by working with COMBAT on the prevention RFP; and,

WHEREAS, a transfer is necessary to fund these professional service contracts, as well as other professional service contracts approved by the Executive Transition Team; and,

WHEREAS, the County Executive has recommended said transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Anti-Drug Sales Tax Fund COMBAT Administration 008-4401	56790 - Other Contractual Srvc	\$131,240	
008-4401	56080 - Other Professional		\$131,240

and,

BE IT FURTHER RESOLVED by the County Legislature of Jackson County, Missouri, that both awards 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 awards; and,

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

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

APPROVED AS TO FORM:

[Signature]
Deputy County Counselor

[Signature]
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16709 of September 15, 2008, was duly passed on September 22, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

9.23.08
Date

[Signature]
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 008 4401 56790

ACCOUNT TITLE: Anti-Drug Sales Tax Fund
COMBAT Administration
Other Contractual Services

NOT TO EXCEED: \$131,240.00

September 15, 2008
Date

[Signature]
Director of Finance and Purchasing

CONSULTING AGREEMENT

AN AGREEMENT, made and entered into on this 12th day of November, 2008,

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 provide COMBAT Prevention Program Technical Assistance in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, the County deems it to be in the best interest of the citizenry to support this program;

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 provide technical assistance in the redesign of the prevention program reporting, monitoring and evaluation process, as is more fully set out in the proposal attached hereto as Exhibit A.

2. **Terms of Payment.** The County agrees to pay an amount not to exceed \$25,000.00 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

FILED
NOV 12 2008
MARY JO SPINO
COUNTY CLERK

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 purpose set forth in this Agreement. Said report shall be submitted no later than December 31, 2008, 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 on September 1, 2008, and shall terminate on December 31, 2008.

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 12th 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:

RESOURCE DEVELOPMENT INSTITUTE

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

By: Walter Bouldin
Title: Executive Director

Tax I.D. No. 44-056 2047

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 \$25,000.00 which is hereby authorized.

10/31/08
Date

Director of Finance and Purchasing
Account No. 008-4401-56080
4401 2008030

CONSULTING AGREEMENT

AN AGREEMENT, made and entered into on this 12th day of November, 2008

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 assemble a site visit team and assess the readiness of agencies for evaluation in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, the County deems it to be in the best interest of the citizenry to support this program;

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 assemble a site visit team to complete an evaluation assessment on each agency funded by COMBAT, as is more fully set out in the proposal attached hereto as Exhibit A.
2. **Terms of Payment.** The County agrees to pay an amount not to exceed \$25,000.00 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 purpose set forth in this Agreement. Said report shall be submitted no later than December 31, 2008, 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 on August 1, 2008, and shall terminate on December 31, 2008.

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 12th day of November, 2008.

APPROVED AS TO FORM:


JACKSON COUNTY, MISSOURI



Mark S. Jones, County Counselor

By 
Michael D. Sanders, County Executive

ATTEST:

RESOURCE DEVELOPMENT INSTITUTE


Mary Jo Spino,
Clerk of the County Legislature


By: 
Title: Executive Director

Tax I.D. No. 44-056 2047

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 \$25,000.00 which is hereby authorized.

10/31/08
Date


Director of Finance and Purchasing
Account No. 008-4401-56080
4401 2008030