

**AGREEMENT**  
(2013 COMBAT Drug Commission DARE)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **CITY OF INDEPENDENCE, MISSOURI, 111 E. Maple Avenue, Independence, MO 64050**, hereinafter referred to as "the City" made and entered into this 22<sup>nd</sup> day of April, 2013.

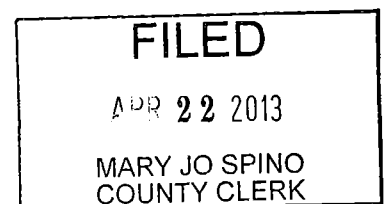
WHEREAS, the City has requested funding from County's Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education (DARE) or similar anti-drug program; and,

WHEREAS, the County's COMBAT Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, this Agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the City;

NOW THEREFORE it is agreed by and between the parties as follows:

1. The County agrees to pay to the City a total amount not to exceed **\$214,000.00**. Upon execution of this contract, an advance payment equal to one-half of the contract amount, totaling **\$107,000.00** will be submitted to the City. Prior to September 30, 2013, and upon receipt and approval of the previous DARE Semester Report, the final payment equal shall be made. 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.
2. The County agrees and acknowledges that the City shall use the proceeds of this Agreement, together with City funds and any federal or state grant funds which may have been awarded, to cover certain expenses of its DARE or similar anti-drug program, all as is more fully set out in the funding request and other documents attached hereto as Exhibits A.
3. The City agrees that all proceeds of this Agreement shall be subject to audit by the County's Legislative Auditor or such other auditor as the County may designate. Additionally, the City agrees to contract for the performance of a comprehensive audit in conformance with the Single Audit Act of 1984, and to forward two copies of the audit report to the COMBAT Drug Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.




4. The City shall provide an annual program report at the end of each calendar year summarizing all activities of its DARE or similar anti-drug program to the COMBAT Drug Commission containing such particulars as said Commission might specify.
5. If the City receives or obtains any media attention because of this project, the City 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 for the contract.
6. This Agreement shall be effective as of January 1, 2013, and extend through December 31, 2013, for expenses incurred during the same time period.
7. The City 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 the City or its employees, agents or representatives.
8. If the City shall default in the performance or observation of any term or condition herein, the County shall give the City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the City receives written notice thereof, the County may at its election terminate the Agreement and withhold any payments not yet made to the City. Said election shall not in any way limit the County's right to sue for breach of contract.
9. The City 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.
10. Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien 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 Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. 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 the City 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 the City to the County within ten (10) days of the termination of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, this Agreement has been executed this 22<sup>nd</sup> day of April, 2013.

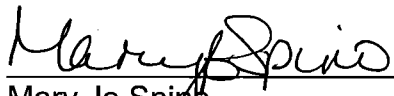
APPROVED AS TO FORM:

  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

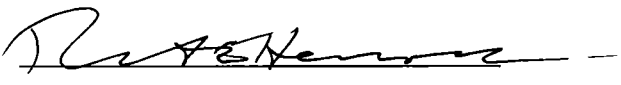
JACKSON COUNTY, MISSOURI

By:   
\_\_\_\_\_  
Michael D. Sanders  
County Executive

ATTEST:

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the County Legislature

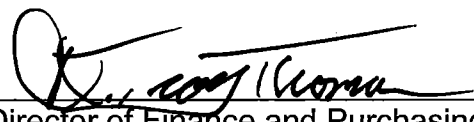
CITY OF INDEPENDENCE, MISSOURI

By:   
\_\_\_\_\_  
Title: City Manager  
Date: \_\_\_\_\_

### 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 **\$214,000.00**, which is hereby authorized.

April 16, 2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No.008-4403-56005  
44032013004

**Exhibit A: PROGRAM BUDGET INFORMATION**  
**(Jan 1, 2013 – Dec 31, 2013)**  
*Independence, MO Police Department*

Budget Categories	COMBAT Program Budget	
Personnel – Salaries	\$	144,023.00
Fringe Benefits	\$	58,125.00
Auditing/Accounting Services		
Evaluation		
Supplies	\$	11,852.00
Postage		
Printing		
Meeting Expense		
Mileage (Local Travel)		
Training (in state only)		
Memberships		
Insurance		
Indirect Administration (max 7% of total)		
Other:		
<b>TOTAL BUDGET</b>	\$	<b>214,000.00</b>

**Funds may not be used:**

- \*For capital improvements (Article 6, Section 23 of the Mo. Constitution).
- \*For functions that have traditionally been performed by volunteers.
- \*For rent, utilities, or equipment.

Exhibit B

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 **City of Independence, Missouri**, (Organization name) 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, **City of Independence, Missouri**, 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.)

[Signature]  
Authorized Representative's Signature  
City Manager  
Title

Robert E. Heacock  
Printed Name  
4/3/13  
Date

Subscribed and sworn before me this 3rd day of April, 2013. I am commissioned as a notary public within the County of Lafayette, State of Missouri, and my commission expires on 1-10-2015.

Brenda McReaken-Teed  
Signature of Notary

4-3-13  
Date



BRENDA MCREAKEN-TEED  
My Commission Expires  
January 10, 2015  
Lafayette County  
Commission #11132956