

RGR
8/4/10

AGREEMENT
(2010 COMBAT Drug Commission D.A.R.E.)

AN AGREEMENT by and between **Jackson County, Missouri**, a Constitutional Home Rule Charter County, hereinafter referred to as "**County**", and the **City of Lee's Summit, 10 NE Tudor Rd, Lee's Summit, MO, 64086**, (a Missouri municipal corporation), hereinafter referred to as "**the City.**"

WHEREAS, **City** has requested that it be provided with County 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 and Legislature have agreed that the funding of the **City** request is an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, this Agreement provides a suitable mechanism by which these County funds can be paid over to the **City**;

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

I. SERVICES

City shall use COMBAT funds solely for the purpose of providing drug prevention activities to prevent illegal drug use and drug related offenses for Jackson County; and,

City has agreed to use COMBAT funds only as set forth in Exhibit A, COMBAT D.A.R.E. Budget, attached hereto; and,

City shall submit a listing of key contact information as set forth in Exhibit B, attached hereto.

II. PAYMENT

The County agrees to pay to the **City** a total amount not to exceed **\$213,827.00**. Upon execution of this contract, a payment equal to one-half of the contract amount, totaling **\$106,913.50** will be submitted to **City**. The balance of the contract award will be submitted to **City** on or about 9/15/2010. **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.**

FILED

AUG 04 2010

MARY JO SPINO
COUNTY CLERK

City agrees to submit program reports on forms provided by COMBAT Administration by the 20th of the month following the semester's end.

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

III. ANNUAL REPORT/OTHER DOCUMENTATION

City shall submit annual program reports and other documentation directly related to this Agreement as requested by the County's Director of Finance and Purchasing, or by such other manager as designated in writing by the County Executive, to show that funds paid to **City** by the County were used for the purpose set forth in this Agreement.

The **City** program annual report for 2010 shall be submitted no later than January 20, 2011.

IV. EVALUATION REQUIREMENTS

City agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the **City** to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the prevention program's impact on the community. The **City** agrees to participate in an effectiveness evaluation of the **City's** program objectives and an overall evaluation of specific core items, as required by COMBAT Administration. **City** further agrees to utilize an agency specific evaluation document. **City** agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate **City's** performance periodically based on the **City's** semester performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 17 if the **City** does not meet stated performance measures and contractual requirements.

V. AUDIT

The County reserves the right to examine and audit the books and records of **City** pertaining to the finances and operations of **City** related to this Agreement. **City** agrees to establish and adopt accounting standards and forms for this program 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.

VI. DEFAULT

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

VII. SUBMISSION OF DOCUMENTS.

No payment shall be made under this contract unless the **City** has submitted to COMBAT (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) a statement of the **City's** total budget for this program for its most recent fiscal year; and, (3) a detailed explanation of actual expenditures of COUNTY funds (pertains to final payments and payments on contracts for future years.) Any document described herein which was submitted to COMBAT, as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other COUNTY contract.

VIII. INDEMNIFICATION

To the extent allowed by law, **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 **City** or its employees, agents or representatives.

IX. INSURANCE

City shall maintain the following insurance coverage during the term of this Agreement.

A. **City** 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. **City** agrees to name the County as Additional Insured on such policies, but only to the extent of **City's** negligence under this Agreement and only to the extent of the insurance limits specified herein.

B. **City** 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. **City** agrees to name the County as Additional Insured on such policies,

but only to the extent of **City's** negligence under this Agreement and only to the extent of the insurance limits specified herein.

C. **City** 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.

X. **STANDARD OF CARE**

City 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.

XI. **TERM**

The term of this Agreement shall commence as of January 1, 2010, and will continue until January 31, 2011, unless sooner terminated pursuant to paragraph 7, 19, or 26 hereof.

XII. **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 prevention 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 **City** in its normal duties.

XIII. **CONFLICT OF INTEREST**

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.

XIV. FINANCIAL CONTACT

City shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

COMBAT Administration
Fiscal Representative
Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

City of Lee's Summit
Agency's Fiscal Representative
Finance Director, Title
Conrad Lamb, Name
(816) 969-1101 Telephone #

XV. INFORMATIONAL REPORTING

A designated representative of **City** shall attend meetings of the County Legislature and COMBAT Administration activities when so requested by either entity.

XVI. PUBLICITY

If **City** receives or obtains any media attention because of this project, **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 of the contract.

XVII. APPROPRIATION OF FUNDS

City and the County recognize that the County intends to satisfy its financial obligation to **City** 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 **City** 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.

B. 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.

XVIII. EQUAL OPPORTUNITY EMPLOYMENT

City shall maintain policies of employment as follows:

A. **City** and **City's** subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. **City** 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; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **City** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. **City** and **City'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.

XIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Pursuant to §285.530.1 RSMo., **City** 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, **City** shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

XX. INSPECTIONS OR AUDITS BY THE COUNTY

The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to their responsibilities as set out in Chapter 6 of the Jackson County Code. **City** shall file annual program specific compliance reports as required by the County Compliance Review Office. The County may provide to **City** 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.

City 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 **City** 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.

XXI. REMEDIES FOR BREACH

City promises, covenants and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and **City's** failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such event, **City** consents and agrees as follows:

A. The County may without prior notice to **City** immediately terminate this Agreement; and,

B. In addition to the foregoing, the County shall be entitled to collect from **City** all payments made by the County for which **City** 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.

XXII. 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.

XXIII. ASSIGNMENT AND TRANSFER

City shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

XXIV. 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 as long as 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.

XXV. 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 4 day of August, 2010.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: William Stryder
William Stryder
Acting County Counselor

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

ATTEST:

By: Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

CITY OF LEE'S SUMMIT, MISSOURI

By: Randall A. Rhoads
Randall A. Rhoads
Mayor

FIN: 44-6000208

ATTEST:

By: Denise R. Chisum
Denise R. Chisum
City Clerk

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 **\$213,827.00**, which is hereby authorized.

August 3, 2010
Date

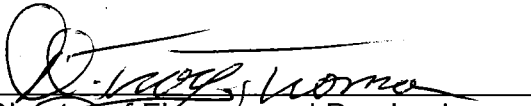

Director of Finance and Purchasing
Account No.: 008-4403-56005
Contract #: 4403-2010-006

EXHIBIT A - DARE PROGRAM BUDGET

January 2010 - December 2010

Lee's Summit Police Department

10 NE Tudor Rd.
Lee's Summit, MO 64086

Sgt. Don Powelson
816-969-7390
don.powelson@cityofls.net

| DARE Budget | | | |
|---------------------------|------------------------|----------------------|---------------------|
| Budget Categories | COMBAT Contract Budget | Other Funding Amount | Total Program Cost |
| Personnel-Salaries | \$213,827.00 | \$25,841.00 | \$239,668.00 |
| Payroll Taxes | \$0.00 | \$19,033.00 | \$19,033.00 |
| Fringe Benefits | \$0.00 | \$77,898.00 | \$77,898.00 |
| Program Operating Expense | \$0.00 | \$81,445.00 | \$81,445.00 |
| Other | \$0.00 | \$4,900.00 | \$4,900.00 |
| Total | \$213,827.00 | \$209,117.00 | \$422,944.00 |

| Personnel DETAIL | | | | | |
|------------------|--------------------------|---|----------------------|---------------------|---|
| Position Title | COMBAT Portion of Salary | Estimated percentage of COMBAT Funds used | Other Funding Amount | Total Program Cost | List Names of Other Program Funding Sources |
| DARE Officer | \$61,127.00 | 100% | \$0.00 | \$61,127.00 | |
| DARE Officer | \$60,019.00 | 100% | \$0.00 | \$60,019.00 | |
| DARE Officer | \$48,491.00 | 100% | \$0.00 | \$48,491.00 | |
| DARE Officer | \$44,190.00 | 96% | \$2,043.00 | \$46,233.00 | LSPD |
| DARE Officer | \$0.00 | 0% | \$23,798.00 | \$23,798.00 | LSPD |
| | \$0.00 | | \$0.00 | \$0.00 | |
| Total | \$213,827.00 | | \$25,841.00 | \$239,668.00 | |

| Program Operating Expense | | | | |
|--|---------------|----------------------|--------------------|---|
| Description | COMBAT Funds | Other Funding Amount | Total Program Cost | List Names of Other Program Funding Sources |
| Office Supplies | \$0.00 | \$1,800.00 | \$1,800.00 | LSPD |
| Tshirts | \$0.00 | \$20,000.00 | \$20,000.00 | Local Area PTA/Holly Festival |
| workbook/promotions/giveaways | \$0.00 | \$59,645.00 | \$59,645.00 | LSPD |
| | \$0.00 | | | LSPD |
| | \$0.00 | | | LSPD |
| | \$0.00 | | | LSPD |
| Total Projected Operating Expense | \$0.00 | \$81,445.00 | \$81,445.00 | |

| Other Expense | | | | |
|--|---------------|----------------------|--------------------|---|
| Description | COMBAT Funds | Other Funding Amount | Total Program Cost | List Names of Other Program Funding Sources |
| Training/Travel | \$0.00 | \$4,900.00 | \$4,900.00 | LSPD |
| | \$0.00 | \$0.00 | \$0.00 | |
| | \$0.00 | \$0.00 | \$0.00 | |
| | \$0.00 | \$0.00 | \$0.00 | |
| | \$0.00 | \$0.00 | \$0.00 | |
| Total Projected Operating Expense | \$0.00 | \$4,900.00 | \$4,900.00 | |

EXHIBIT B - MUNICIPALITY DIRECTORY- D.A.R.E. PROGRAM

Lee's Summit Police Department

| | |
|------------------------|---------------------------------|
| Chief of Police | Joe Piccinini |
| Address | 10 Ne Tudor Road |
| City, State, Zip Code | Lee's Summit MO 64086 |
| Main Phone | 816-969-1774 |
| Main Fax | 816-969-1635 |
| Main Email | joe.piccinini@lees-summit.mo.us |

| | |
|----------------------------------|---------------------------|
| D.A.R.E. Program Director | SGT Don Powelson |
| Address | 10 NE Tudor Road |
| City, State, Zip Code | Lee's Summit Mo 64086 |
| Phone | 816-969-1744 |
| Fax | 816-969-1629 |
| Email | don.powelson@cityofls.net |

| | |
|-------------------------|---------------------------|
| D.A.R.E. Contact | SGT Don Powelson |
| Address | 10 NE Tudor Road |
| City, State, Zip Code | Lee's Summit Mo 64086 |
| Phone | 816-969-1744 |
| Fax | 816-969-1629 |
| Email | don.powelson@cityofls.net |

| | |
|-----------------------------------|--------------------------|
| D.A.R.E. Financial Contact | Captain Mark Taylor |
| Address | 10 NE Tudor Road |
| City, State, Zip Code | Lee's Summit Mo 64086 |
| Phone | 816-969-1761 |
| Fax | 816-969-1629 |
| Email | mark.taylor@cityofls.net |

If an agency has any staff changes listed on this form only, a memo on agency letterhead needs to be submitted to the COMBAT office so we can update our records

EXHIBIT C - 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 Lee's Summit**, 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 Lee's Summit** 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 5.040, RSMo.)

[Handwritten Signature]

Authorized Representative's Signature

City Attorney
Title

William S. Williams

Printed Name

7/26/10
Date

Subscribed and sworn before me this 26th day of July, 2010. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 9/16/2010.

Colleen M. Fetz
Signature of Notary

7/26/2010
Date

