

**AGREEMENT**  
(2011 COMBAT Drug Commission DARE)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and **City of Independence**, 223 N Memorial Dr, Independence, MO, 64050, hereinafter referred to as "the City" made and entered into this 14 day of July, 2011.

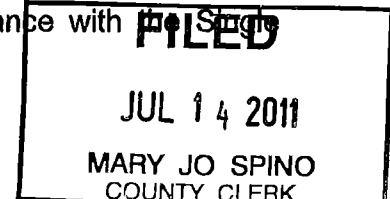
WHEREAS, City has requested funding from County's Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education (DARE) or similar anti-drug program; and,

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 \$190,787.00. Upon execution of this contract, an advance payment equal to one-half of the contract amount, totaling \$95,393.50 will be submitted to City. Prior to September 30, 2011, and, upon receipt and approval of the previous DARE Semester Report, the final payment equal to one-half of the contract amount totaling \$95,393.50 will be submitted to City. 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 ~~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. Any press releases concerning the DARE program by the City will 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.
6. This Agreement shall be effective as of January 1, 2011, and extend through December 31, 2011, 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. 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.

IN WITNESS WHEREOF, this Agreement has been executed this 14  
day of July, 2011.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



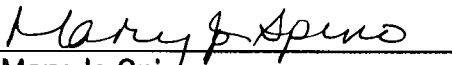
W. Stephen Nixon  
County Counselor

By: 

Michael D. Sanders  
County Executive

ATTEST:

CITY OF INDEPENDENCE



Mary Jo Spino  
Clerk of the County Legislature

By: 

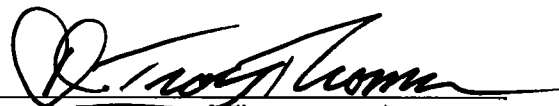
Title: City Manager

Date: 7/5/11

### 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 \$190,787.00, which is hereby authorized.

July 12, 2011  
Date



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

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