

AGREEMENT
(2014 COMBAT Drug Commission DARE)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **CITY OF OAK GROVE, MISSOURI, 1300 S. BROADWAY, OAK GROVE, MO 64075**, hereinafter referred to as "the City" made and entered into this 24th day of April, 2014.

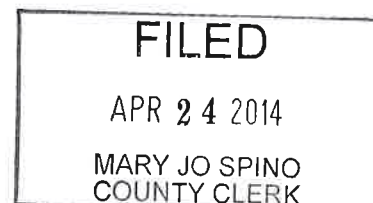
WHEREAS, the City has requested funding from County's Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education (DARE) or similar anti-drug program; and,

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 **\$40,600.00**. Upon execution of this contract, an advance payment equal to one-half of the contract amount, totaling **\$20,300.00** will be submitted to the City. Prior to September 30, 2014, 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



to the County within ten (10) days of the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 24th day of April, 2014.

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

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

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

CITY OF OAK GROVE, MISSOURI

By: Shelli Fuller
Title: Mayor
Date: 04-07-2014

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 **\$40,600.00**, which is hereby authorized.

April 17 2014
Date

D. Scott Thomas
Director of Finance and Purchasing
Account No.008-4403-56005
4403 2014003

Exhibit A: PROGRAM BUDGET INFORMATION
(Jan 1, 2014 – Dec 31, 2014)
Oak Grove Police Department

Oak Grove DARE

Budget Categories	COMBAT funded DARE Budget
Personnel – Salaries	\$35,600.00
Fringe Benefits	
Program Operating Expenses:	
Evaluation	
Auditing/Accounting Services	
Supplies	\$2,800.00
Postage	
Printing	
Meeting Expense	
Memberships	
Insurance	
Mileage (Local Travel)	
Mileage (Out of Town)	
Training (specify type, where):	\$1,000.00
Other (specify):	
Travel out of town	\$1,200.00
Indirect Administration (max 7% of total)	
TOTAL BUDGET	\$40,600.00

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 Oak Grove, 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 Oak Grove, 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.)

Mark Fulks
Authorized Representative's Signature
Mayor
Title

MARK FULKS
Printed Name
04-07-2014
Date

Subscribed and sworn before me this 7th day of April, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 10/23/2015.

Malisa L Pitts
Signature of Notary

4/7/2014
Date



MALISA L. PITTS
My Commission Expires
October 23, 2015
Jackson County
Commission #11324745