

EXHIBIT A

R. 21520

AGREEMENT

(2024 COMBAT Law Enforcement School Based Initiative (LESBI))

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **City of Blue Springs, 903 Main Street, Blue Springs, MO 64015**, hereinafter referred to as "the City" made and entered into this 7th day of May, 2024.

WHEREAS, the City has requested funding from County's Anti-Crime Sales Tax Funds to assist the City in defraying certain costs of its Law Enforcement School Based Initiatives (LESBI) or similar anti-drug; and anti-violence programs and,

WHEREAS, the County's Jackson County Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Crime 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 **\$225,000.00**. Upon execution of this Agreement, City may submit an invoice for 50% of the award. Prior to September 30, 2024, and upon receipt and approval of the previous LESBI Semester Report, the final payment 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. City agrees to submit semester program reports on forms provided by COMBAT Administration. All payments will be processed within 45 days of receipt of invoice, if the invoice is complete and accurate. Payments will be withheld until the semester program reports are received and accurate. Any reports that are incorrect will delay payment.
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 LESBI or similar anti-drug and anti-violence programs, all as is more fully set out in the funding request and other documents attached hereto as Exhibit A, Program Budget Page attached hereto.

FILED

JUL 18 2024

MARY JO SPINO
COUNTY CLERK

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 Jackson County COMBAT 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 LESBI or similar anti-drug and anti-violence programs to the Jackson County COMBAT Commission containing such particulars as said Commission might specify.
5. City must follow COMBAT on Twitter and Facebook.
6. City must provide a high-resolution version of its logo.
7. City must provide a minimum of two (2) "success stories" of clients served through the COMBAT-funded services the City provides. These success stories can come in the form of an article, first-person stories/letters, videos, poems, a link to a story posted on the agency's website, etc.
8. The organization must have a representative participate in the regularly scheduled monthly COMBAT STRIVIN Hub meeting that is near their funded program(s).
9. Chapter 93, section 9304 of the Jackson County Code provides "Any proceeds from the Anti-Drug Sales Tax creating jobs and employment shall have a twenty percent goal for minority hiring and employment." City recognizes this goal and shall use its best efforts to achieve it.
10. City agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the treatment program's impact on drug use. 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. COMBAT will conduct unannounced site visits to any and all agencies.

11. 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 of the contract.
12. This Agreement shall be effective as of January 1, 2024, and extend through December 31, 2024, for expenses incurred during the same time period.
13. 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 allowable by law caused by the negligence or willful misconduct of the City or its employees, agents or representatives.
14. 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 or the City's right to sue for breach of contract.
15. 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.
16. Pursuant to §285.530.1, RSMo, City assures that it does not knowingly employ, hire for employment, or continue to employ an undocumented immigrants 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 A, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
17. 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 7th day of May, 2024.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI


Bryan G. Covinsky
County Counselor

By: 
Jean Peters Baker
Prosecuting Attorney

ATTEST:

City of Blue Springs


Mary Jo Spino
Clerk of the County Legislature

By: 
Christine Cates
Title: City Administrator

APPROVED AS TO FORM:

By: 
John Mullane, Interim City Attorney

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 \$225,000.00 which is hereby authorized.

7-16-2024
Date


Director of Finance and Purchasing
Account No.008-4407-56007
SCON-10000691 DM

Exhibit A - LESBI Program Budget

City of Blue Springs PD

(January 1, 2024– December 31, 2024)

NOTE: The budget categories listed below are examples only. The categories should be changed as needed to appropriately reflect spending based on the proposed scope of work.

Budget Categories	COMBAT Program Budget
Personnel – Salaries	\$152,500
Fringe Benefits (max 10% of salaries)	\$ 15,250.00
Training (local)	\$ 5,000.00
Clothing	\$ 35,000.00
Name tags/certificates	\$ 4,125.00
Medals/Give aways	\$ 2,000.00
Teacher Appreciation Gifts	\$ 4,125.00
Shipping	\$ 2,000.00
Unforeseen/other	\$ 5,000.00
Total Direct Costs	\$ 225,000.00
Indirect Administration (max 7% of total)	
TOTAL BUDGET	\$ 225,000

Funds may not be used:

- *To purchase, improve, refurbish, or repair land, building, or capital equipment (Sec. 9304).
- *For capital improvements (Article 6, Section 23 of the Mo. Constitution).
- *For functions that have traditionally been performed by volunteers.
- *Computers.
- *Alcoholic Beverages.

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 Blue Springs**, 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 Blue Springs**, does not knowingly employ any person who is an undocumented immigrant 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.)

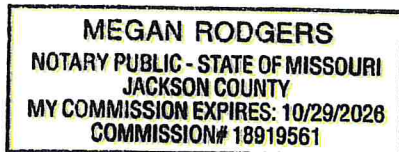
Amy Williard
Authorized Representative's Signature
Director, Human Resources
Title

Amy Williard
Printed Name
5/23/2024
Date

Subscribed and sworn before me this 23rd day of May, 2024. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 10/29/2026.

Megan Rodgers
Signature of Notary

5/23/2024
Date



**CITY OF BLUE SPRINGS
 CITY COUNCIL INFORMATION FORM**

DATE SUBMITTED: March 26, 2024

CONTRACT NO. 2024-068

SUBMITTED BY: Bob Muenz

DEPARTMENT: Police

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Discussion	<input type="checkbox"/> Economic Dev.	<input type="checkbox"/> Other

ISSUE/REQUEST

Passage of a Bill approving a one-year contract in the amount of \$225,000.00 with Jackson County Community Backed Anti-Drug Tax (COMBAT), for a Law Enforcement School Based Initiative.

BACKGROUND/JUSTIFICATION

The City is requesting authorization to enter into an agreement with Jackson County, Missouri. Jackson County Missouri, through the COMBAT fund, will provide funding in the amount of \$225,000.00 to the City of Blue Springs to pay for the full salary and benefits of one Blue Springs Police Department officer and the partial salary and benefits of one other officer. The officers will be assigned as School Resource Officers to teach drug prevention education in the Blue Springs School District (BSSD) elementary schools that are located within the City limits of Blue Springs or within the BSSD.

FINANCIAL IMPACT

Contractor:	Jackson County Community Backed Anti-Drug Tax (COMBAT)	
Amount of Request/ Contract:	\$225,000	
Amount Budgeted:	\$225,000	
Budget Year:	FY 23-24	
Funding Source/Account #:	Personal Accounts	
Account Balance:	N/A	Date: 4/5/2024
Revenue to be Received:	\$225,000	
Revenue Account No.	100-00000-420100 Combat-Dare	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2024	December 31, 2024
Years and Months Contract in effect	Number of times renewable
One year	0

STAFF RECOMMENDATION

Staff recommends approval.

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	N/A
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ECONOMIC DEVELOPMENT PROJECT

N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Ordinance with Agreement attached as Exhibit A.

REVIEWED BY:

Requesting Director: Bob Muenz	Budget: Lori Turner
Legal: John Mullane	City Administrator: Christine Cates

**SUPPORTING DOCUMENTS:
 (FOR CONTRACT ITEMS ONLY)**

Document	Attached	If not attached, explain
Secretary of State:	<input type="checkbox"/>	N/A
Certificate of Insurance:	<input type="checkbox"/>	N/A
E-Verify Affidavits:	<input type="checkbox"/>	N/A
E-Verify proof of enrollment:	<input type="checkbox"/>	N/A
Bond:	<input type="checkbox"/>	N/A
Anti-Discrimination Against Israel Act Certification (contract over \$100,000)	<input type="checkbox"/>	N/A
Wage Order, by reference	<input type="checkbox"/>	Wage Order Number:
IRS Form W-9:	<input type="checkbox"/>	N/A
Bid/RFP/RFQ: (submit all)	<input type="checkbox"/>	N/A
Bid/RFP/RFQ Tabulation:	<input type="checkbox"/>	N/A
Bid Waiver: (less than three bids)	<input type="checkbox"/>	N/A
Contractor address and email:	<input type="checkbox"/>	
Project Exemption Certificate needed:	<input type="checkbox"/>	N/A
Other:	<input type="checkbox"/>	

Introduced by Councilmember Culpepper

BILL NO. 5210
ORDINANCE NO. 5324

**AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS
AND JACKSON COUNTY COMMUNITY BACKED ANTIDRUG TAX FOR A LAW
ENFORCEMENT SCHOOL BASED INITIATIVE**

WHEREAS, Jackson County Missouri, through the Community Backed Anti-Drug Tax (COMBAT) fund will provide funding to the City of Blue Springs Police Department to pay for the full salary and benefits of one officer and the partial salary of another officer; and,

WHEREAS, the officers will be assigned as School Resource Officers to teach drug prevention education in the Blue Springs School District Elementary Schools; and,

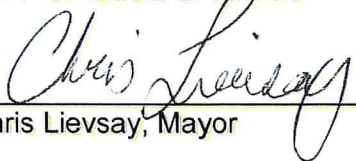
WHEREAS, in the past the Blue Springs Police Department has provided these officers to the School District and in turn COMBAT has annually provided the funding to support the school based initiative of drug prevention education.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BLUE SPRINGS, MISSOURI, as follows:

- Section 1. The City Administrator is hereby authorized to enter into a contract between the City of Blue Springs and Jackson County Missouri for a Law Enforcement School Based Initiative in the amount of \$225,000.00. A copy of the Contract is attached hereto as Exhibit "A" and is incorporated herein.
- Section 2. City staff is directed to perform all necessary tasks to implement said contract.
- Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.
- Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Administrator without the need to come before the City Council.

PASSED by the City Council of the City of Blue Springs, Missouri, and approved by the Mayor of Blue Springs, this 6th day of May 2024.

CITY OF BLUE SPRINGS


Chris Lievsay, Mayor

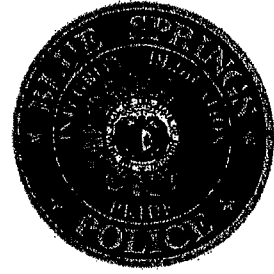
ATTEST:


Erin Ford, City Clerk

1st Reading: May 6, 2024

2nd Reading: May 6, 2024

MEMO
BLUE SPRINGS POLICE
Chief Bob Muenz



TO: Christine Cates, City Administrator

FROM: Bob Muenz

DATE: 3/25/24

SUBJECT: Jackson County COMBAT Agreement - LE School Based Initiative

Please be advised that Jackson County requires that all documents first be signed by the municipality named in the agreement.

A handwritten signature in black ink, appearing to read "Bob Muenz", is written over a faint circular stamp or watermark.