

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Prosecuting Attorney to execute an Agreement with the Kansas City Board of Police Commissioners for anti-drug and anti-crime law enforcement activities and programs at a cost to the County not to exceed \$3,467,689.00.

RESOLUTION NO. 20888, February 28, 2022

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, the voters of Jackson County, Missouri, renewed the sales tax to provide funding for the fight against illegal drugs and violent crime in our community; and,

WHEREAS, the proceeds and interest generated from this tax are deposited in a special Jackson County Anti-Crime Sales Tax Trust Fund that is segregated and not commingled with the general fund or any other special funds of the County; and,

WHEREAS, the voters and the Legislature authorized the Prosecuting Attorney, subject to approval by the Legislature, to contract with any organization or entity, whether public or private, which engages in anti-drug and anti-violent crime treatment activities; and,

WHEREAS, the Kansas City Board of Police Commissioners (KCPD) assists COMBAT's mission in Kansas City to create strong and safe communities, free from the dangers of illegal drugs and crime by their work by preventing and investigating crimes, and providing anti-drug and anti-crime law enforcement activities and programs; and

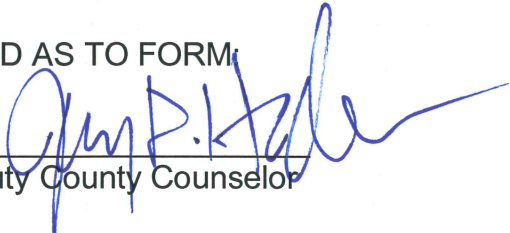
WHEREAS, the execution of an Agreement with KCPD is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Prosecuting Attorney be and is hereby authorized to execute the attached Agreement with KCPD, at a cost to the County not to exceed \$3,467,689.00; and,

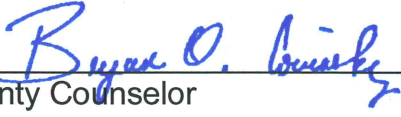
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and is hereby authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20888 of February 28, 2022, was duly passed on March 7, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

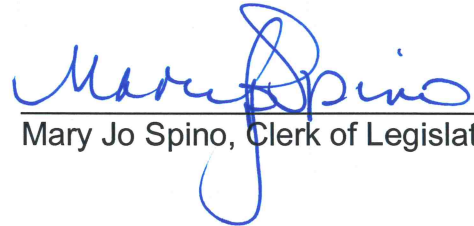
Nays 0

Abstaining 0

Absent 1

3.7.2022

Date



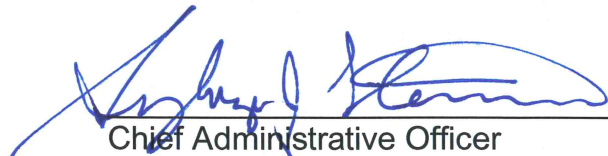
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4153 56070
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
Kansas City Police Department
Intergovernmental Agreements
NOT TO EXCEED: \$3,467,689.00

2/24/2022

Date



Chief Administrative Officer

AGREEMENT

(2022 COMBAT- Kansas City Police Department)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **KANSAS CITY BOARD OF POLICE COMMISSIONERS, 1125 LOCUST ST., KANSAS CITY, MO 64106**), hereinafter referred to as "the KCPD" made and entered into this _____ day of _____, 2022.

WHEREAS, in November 2016, the citizens of Jackson County, Missouri, approved the continuation of the anti-crime sales tax, commonly known as COMBAT, for promoting and providing public safety within Jackson County, including the prevention and treatment of drug abuse and addiction and the prevention, investigation, prosecution, and detention of violent criminals and drug dealers; and

WHEREAS, the mission of Jackson County COMBAT Commission is to strive to ensure a strong, safe community for its residents, free from violent crime through the use of prevention education, treatment services and support of the criminal justice system; and

WHEREAS, KCPD is an integral part of the criminal justice system with its work in the prevention and investigation of violent criminals and its anti-violence programs; and

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

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

1. **Payment.** The County agrees to pay to the KCPD a total amount not to exceed \$3,467,689.00. Upon execution of this agreement, KCPD may submit an invoice documenting costs incurred dating back to January 1, 2022. 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. **Budget.** The County agrees and acknowledges that the KCPD 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 anti-drug and anti-violence programs, all as is more fully set out in the document attached hereto as Exhibit A, Program Budget Page attached hereto. No such funds can be used to purchase, improve, refurbish or repair land, buildings or capital equipment.

3. **Audit.** The KCPD 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 KCPD 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. **Reporting.** The KCPD shall provide an annual program report at the end of each calendar year summarizing activities of its anti-drug and anti-violence programs to the Jackson County COMBAT Commission containing such particulars as said Commission might specify. The summary shall minimally include the following:
 - a. A brief description of the program(s) that is (are) funded and, where lawful and appropriate, related success stories, i.e., the number of participants enrolled in a program.
 - b. The position, unit, division, assignment that were funded by the Anti-Crime Sales Tax Fund, how those positions support and contributed to COMBAT's mission, and the percent effort or allocation of each position attributed to COMBAT. .
 - c. A brief description of operating expenses that were funded, and how they support COMBAT's mission.
5. **Media.** If the KCPD receives or obtains any media attention because of any programs funded by COMBAT monies, the KCPD 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.
6. **Term.** This Agreement shall be effective as of January 1, 2022, and extend through December 31, 2022, for expenses incurred during the same time period.
7. **Indemnification.** The KCPD 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 KCPD or its employees, agents or representatives.
8. **Default.** If the KCPD shall knowingly default in the performance or observation of any term or condition herein, the County shall give the KCPD ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the KCPD receives written notice thereof, the County may at its

election terminate the Agreement and withhold any payments not yet made to the KCPD. Said election shall not in any way limit the County's or the KCPD's right to sue for breach of contract.

9. **Conflict of Interest.** The KCPD warrants that no officer or employee of the KCPD, 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. **Employment of Undocumented Workers Prohibited.** Pursuant to §285.530.1, RSMo, KCPD assures that it does not knowingly employ, hire for employment, or continue to employ 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, KCPD 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. **Termination.** 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 KCPD 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 KCPD to the County within ten (10) days of the termination of this Agreement.
12. **Unspent Allocation.** Any appropriated funds under this Agreement not invoiced by KCPD within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds and these funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract or other formal documentation.
13. **Goal for Minority Hiring and Employment.** Section 9304 of the Jackson County Code provides that any proceeds from the Anti-Crime Sales Tax creating jobs and employment shall have a twenty percent goal for minority hiring and employment. KCPD will make reasonable efforts to comply with this requirement when hiring personnel using proceeds from the Anti-Crime Sales Tax.
14. **Equal Opportunity Employment.** KCPD shall maintain policies of employment as follows:

- A. KCPD and KCPD's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. KCPD 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. KCPD agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. KCPD and KCPD'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.

15. **Training Requirement.** Any KCPD officer or employee who is partially or fully funded by the monies of this Agreement must participate in implicit bias training and trauma informed care training if they have not already received such training.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2022.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

 Bryan O. Covinsky
 County Counselor

By: _____
 Jean Peters Baker
 Prosecuting Attorney

ATTEST:

**Board of Police Commissioners of
 Kansas City, Missouri**

 Mary Jo Spino
 Clerk of the County Legislature

By: _____
 Title: _____

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 \$3,467,689.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No.008-4153-56070

R.
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 KCPD, 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, KCPD, 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.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2022. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date