

R.21171

AGREEMENT

(2023 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, MISSOURI, 903 W. MAIN STREET BLUE SPRINGS, MO 64015**, hereinafter referred to as "the City" made and entered into this 15th day of May, 2023.

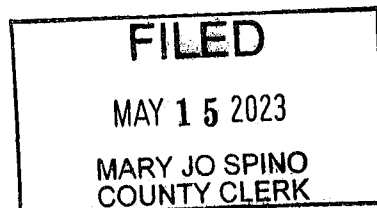
WHEREAS, the City has requested funding from County's Anti-Crime Sales Tax Funds to assist the City in defraying certain costs of its Law Enforcement School Based Initiatives (LESBI) or similar anti-drug; and anti-violence programs and,

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, 2023, 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 30 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.



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. City must have a representative participate in the each monthly COMBAT STRIVIN Hub meeting that is closest to its 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, 2023, and extend through December 31, 2023, 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 15th day of May, 2023.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



Bryan D. Covinsky
County Counselor

By: 
Jean Peters Baker
Prosecuting Attorney

ATTEST:

CITY OF BLUE SPRINGS


Mary Jo Spino
Clerk of the County Legislature

By: 
Title: Mike Eker, City Administrator


APPROVED AS TO FORM:


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.

5-4-2023
Date


Director of Finance and Purchasing
Account No.008-4407-56007
CT 440723082 000 ML

WORK AUTHORIZATION AFFIDAVIT

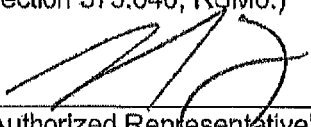
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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.

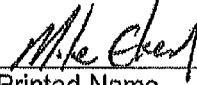
This affidavit affirms that **CITY OF BLUE SPRINGS**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); 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.)



Authorized Representative's Signature

Title



Printed Name

Date

Subscribed and sworn before me this 1st day of May, 2023. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 6/6/2025.



Signature of Notary

Date

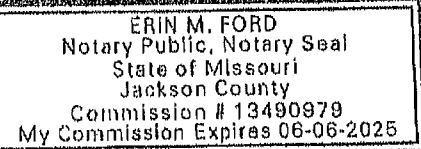


Exhibit B - Program Budget**City of Blue Springs Police Department****(January 1, 2023– December 31, 2023)**

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	\$ 112,432
Fringe Benefits (max 10% of salaries)	\$ 11,243
Supplies	\$ 8,000
Clothing	\$ 35,000
Books/name tags/certificates	\$ 3,500
Medals/Giveaways/Essay Winner Gifts	\$ 2,500
Teacher appreciation gifts	\$ 5,000
Shipping	\$ 3,500
Training (local)	\$ 4,000
Unforeseen/Other	\$ 24,075
Total Direct Costs	\$ 209,250
Indirect Administration (max 7% of total)	\$ 15,750
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.

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

DATE SUBMITTED: March 23, 2023

SUBMITTED BY: Chief 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 contract in the amount of \$225,000 with Jackson County Community Backed Anti-Drug Tax (COMBAT), for Drug Abuse Resistance Education (DARE) funding.

BACKGROUND/JUSTIFICATION

The City is requesting authorization to enter into an agreement with Jackson County Missouri. This agreement provides that Jackson County, Missouri, through the COMBAT fund, will provide funding (\$225,000) to the City of Blue Springs to pay for the full salary and benefits of one Blue Springs Police Department Officer and partial salary and benefits of one other officer. The officers will be assigned as School Resource Officers to teach the Drug Prevention Program known as DARE in the Blue Springs School District (BSSD) elementary schools that are located within the City limits of Blue Springs and two Blue Springs School District elementary schools in Independence.

FINANCIAL IMPACT

Contractor:	Jackson County (COMBAT)
Amount of Request/ Contract:	\$225,000
Amount Budgeted:	\$251,416
Budget Year:	FY 2022/2023
Funding Source/Account #:	100-00000-420100 Combat-Dare
Account Balance:	N/A
Revenue to be Received:	\$225,000
Revenue Account No.	100-00000-420100 Combat-Dare

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2023	December 31, 2023
Years and Months Contract in effect	Number of times renewable
One year	

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

Bill with contract attached as Exhibit A

REVIEWED BY

Requesting Director: Chief Bob Muenz	Budget: Lori Turner
Legal: Sarah E. Carnes	City Administrator: Mike Ekey

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

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

MEMO
BLUE SPRINGS POLICE
Deputy Chief Bob Muenz



TO: Mike Ekey, City Administrator

FROM: Bob Muenz

DATE: 3/22/23

SUBJECT: Jackson County COMBAT Agreement - CSB Program

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 the printed name.

Introduced by Councilmember Edmondson

BILL NO. 5084

ORDINANCE NO. 5213

**AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF BLUE SPRINGS
AND JACKSON COUTY, MISSOURI FOR COMMUNITY BASED ANTI-DRUG TAX
(COMBAT) FUNDING**

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

WHEREAS, the officers will be assigned as School Resource Officers to teach the Drug Prevention Program known as DARE in the Blue Springs School District elementary schools that are located within the City limits of Blue Springs and two that are located in Independence, Missouri; 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 this funding to support the DARE Program; and

WHEREAS, the City will use these funds, in the approximate amount of \$225,000.00, from COMBAT in order to offset costs to the City for this program.

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 funding to provide for salary and benefits for Blue Springs Police Department officers through the COMBAT (Community Based Anti-Drug Tax) fund in the amount of \$225,000. 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 appointment.
- 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 17th day of April 2023.

CITY OF BLUE SPRINGS



Carson Ross, Mayor

ATTEST:



Sheryl Morgan, City Clerk

1st Reading: April 17, 2023

2nd Reading: April 17, 2023