

**AGREEMENT**

(2023 COMBAT Law Enforcement School Based Initiative (LESBI))

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **BOARD OF POLICE COMMISSIONERS KANSAS CITY POLICE DEPARTMENT 1125 LOCUST ST. KANSAS CITY, MO 64106**, hereinafter referred to as "the KCPD" made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WHEREAS, KCPD has requested funding from County's Anti-Crime Sales Tax Funds to assist the KCPD 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 KCPD'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 KCPD;

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

1. The County agrees to pay to KCPD a total amount not to exceed **\$225,000.00**. Upon execution of this Agreement, KCPD 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. KCPD 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 KCPD shall use the proceeds of this Agreement, together with KCPD 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**

JUN 15 2023

MARY JO SPINO  
COUNTY CLERK

3. 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. The KCPD 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. KCPD must follow COMBAT on Twitter and Facebook.
6. KCPD must provide a high-resolution version of its logo.
7. KCPD must provide a minimum of two (2) "success stories" of clients served through the COMBAT-funded services the KCPD 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. KCPD 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." KCPD recognizes this goal and shall use its best efforts to achieve it.
10. KCPD 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. KCPD agrees to participate in an effectiveness evaluation of the KCPD's program objectives and an overall evaluation of specific core items, as required by COMBAT Administration. KCPD further agrees to utilize an agency specific evaluation document. KCPD agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate KCPD's performance periodically based on the KCPD's semester performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 17 if the KCPD does not meet stated performance measures and contractual requirements. COMBAT will conduct unannounced site visits to any and all agencies.

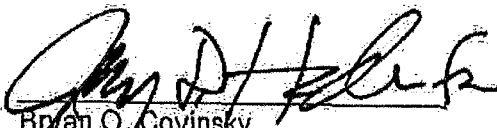
11. If the KCPD receives or obtains any media attention because of this project, the KCPD is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.
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 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.
14. If the KCPD shall 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.
15. The KCPD 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, KCPD 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, 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.

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 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.

IN WITNESS WHEREOF, this Agreement has been executed this 15 day of  
JUNE, 2023.

APPROVED AS TO FORM:


JACKSON COUNTY, MISSOURI


  
Bryan O. Covinsky  
County Counselor

By:   
Jean Peters Baker  
Prosecuting Attorney

ATTEST:

BOARD OF POLICE COMMISSIONERS  
KANSAS CITY POLICE DEPARTMENT

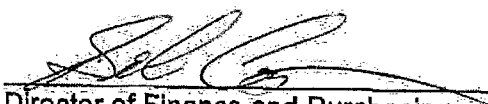
  
Mary Jo Spino  
Clerk of the County Legislature

By:   
Title: CHIEF OF POLICE

#### 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.

Date 6-6-2023

  
Director of Finance and Purchasing  
Account No.008-4407-56007  
PC 440723087 000 DM

**Exhibit A - Program Budget****BOARD OF POLICE COMMISSIONERS KANSAS CITY POLICE  
DEPARTMENT (KCPD)(January 1, 2023– December 31, 2023)**

<b>NOTE:</b> The budget categories listed below are examples <u>only</u> . The categories should be changed as needed to appropriately reflect spending based on the proposed scope of work.	
<b>Budget Categories</b>	<b>COMBAT Program Budget</b>
Personnel – Salaries	\$ 90,000
Fringe Benefits	\$ 60,000
Overtime	\$ 25,000
Supplies	\$ 30,000
Consumables	
Postage	
Printing	
Meeting Expense	
Mileage (Local Travel)	\$ 20,000
Training (local)	
Memberships	
Insurance	
Total Direct Costs	\$ 225,000
Indirect Administration (max 7% of total)	
<b>TOTAL BUDGET</b>	<b>\$ 225,000</b>

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 **BOARD OF POLICE COMMISSIONERS KANSAS CITY POLICE DEPARTMENT**, 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, **BOARD OF POLICE COMMISSIONERS KANSAS CITY POLICE DEPARTMENT**, 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  
CHIEF OF POLICE  
\_\_\_\_\_  
Title

STACEY GRAVES  
\_\_\_\_\_  
Printed Name  
5/17/2023  
\_\_\_\_\_  
Date

Subscribed and sworn before me this 17 day of May, 2023. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 5-27-23.

Doris Botts  
\_\_\_\_\_  
Signature of Notary

5-17-23  
\_\_\_\_\_  
Date

