#### AGREEMENT

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(2019 COMBAT Drug Commission DARE)

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 day of \_\_\_\_\_\_\_, 2019.

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 Jackson County 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:

- The County agrees to pay to the City a total amount not to exceed \$148,204.00. Upon execution of this contract, an advance payment equal to one-half of the contract amount, totaling \$74,102.00 will be submitted to the City. Prior to September 30, 2019, and upon receipt and approval of the previous DARE 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.
- 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 Exhibit 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 Jackson County Drug Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.

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MARY JO SPINO COUNTY CLERK 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 Agreeme	ent has been executed this 15th day of
<u>Joly</u> , 2019.	
APPROVED AS TO FORM:	JACKSON COUNTY, MISSOURI
Bryan O. Covinsky County Counselor	By:  Frank White, Jr. County Executive
ATTEST:	CITY OF BLUE SPRINGS, MISSOURI
Mary Jo Spino Clerk of the County Legislature	By: El Dalastrator  Title: City Administrator  Date: June 3, 2019

### **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 \$148,204.00, which is hereby authorized.

7-12-2019 Date

Director of Finance and Purchasing Account No.008-4403-56005

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Res. 20131

# **Exhibit A: AGENCY/PROGRAM BUDGET INFORMATION**

(Jan 1, 2019 - Dec 31, 2019)

Budget Categories		Proposed COMBAT D.A.R.E. Budget		ther Funding Amount	Name of Other Funding Sources	Total Program Cost	
Personnel-Salaries	\$	108,476.00	\$	134,615.00	City of Blue Springs	\$	243,091.00
Payroll Taxes	\$	10,791.00	\$	/ <del>-</del>		\$	-
Fringe Benefits	\$	10,797.00	\$	13,512.00	City of Blue Springs	\$	24,309.00
Auditing/Accounting Services	\$	-	\$			\$	-
Evaluation	\$	-	\$	-		\$	-
Postage	\$	-	\$	-		\$	-
Printing	\$	-	\$	-		\$	<u>-</u>
Meeting Expense	\$	8	\$	1/2		\$	-
Mileage (Local Travel)	\$	-	\$	-		\$	-
Travel (Out of Town)	\$	-	\$	-		\$	-
Training	\$	5,500.00	\$	-		\$	5,500.00
Memberships	\$		\$	-		\$	-
Rent	\$	-	\$	340		\$	
Utilities	\$	-	\$	7=		\$	-
Insurance	\$	-	\$	F#1		\$	-
Other:	\$	-	\$	-		\$	-
DARE T-Shirts	\$	8,000.00	\$	-		\$	8,000.00
DARE Giveaways	\$	2,600.00	\$			\$	2,600.00
Graduation	\$	750.00	\$	S#1		\$	750.00
Workbooks	\$	1,290.00	\$	361		\$	1,290.00
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	\$	-	\$			\$	-
	\$	148,204.00	\$	148,127.00		\$	285,540.00

- 1. Funds may not be used to provide capital improvements (Article 6, Section 23 of the MO Constitution).
- 2. Funds may not be used to pay salaries for functions that have traditionally been performed by volunteers.
- 3. Funds may not be used to pay rent, utilities, or equipment.

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### 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 Blue Springs, Missouri**, 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, 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.)

Authorized Representative's Signature

Title

Subscribed and sworn before me this Subscribed and sworn before me this Subscribed as a notary public within the County of Jackson, State of Missouri, and my commission expires on 6-17-2020

Member Subscribed State of Notary

Date



MELISSA S. COLLINS My Commission Expires June 17, 2020 Johnson County Commission #12580212