

COOPERATIVE AGREEMENT

(2021 COMBAT Commission Law Enforcement School Based Initiative)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **CITY OF INDEPENDENCE, MISSOURI 111 E MAPLE AVENUE INDEPENDENCE, MO 64050**, hereinafter referred to as "the City" made and entered into this _____ day of _____, 2021.

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 Initiative (LESBI), or similar anti-drug and anti-violence programs, and,

WHEREAS, the County's Jackson County COMBAT 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 **\$300,000.00**. Upon execution of this agreement, Organization may submit an invoice documenting costs incurred dating back to January 1, 2021. Prior to September 30, 2021, 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. Organization agrees to submit a semester/quarterly program reports on forms provided by COMBAT Administration by the 20th of the month following the month's end. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until the semester/quarterly 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. 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. The city shall comply with this requirement.
6. The City agrees that evaluative outcomes shall be given priority status. The County's COMBAT Administration will monitor the City to assure that not only are the terms of this Agreement being fulfilled, but also to gather information on the LESBI's impact on drug use. The 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. The City further agrees to utilize a designated agency-specific evaluation document. The City agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries. The COMBAT Administration will evaluate the City's performance periodically based on the City's semester/quarterly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 10 if the City does not meet stated performance measures and contractual requirements. The County may conduct unannounced site visits to the City.
7. 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.
8. This Agreement shall be effective as of January 1, 2021, and extend through December 31, 2021, for expenses incurred during the same time period.
9. 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.

10. 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.
11. 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.
12. Pursuant to §285.530.1, RSMo, City 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, City 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.
13. 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 _____ day of _____, 2021.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Bryan O. Covinsky
County Counselor

By: _____
Jean Peters Baker
Prosecuting Attorney

ATTEST:

CITY OF INDEPENDENCE, 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 **\$300,000.00**, which is hereby authorized.

Date

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

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 Independence, 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 Independence, Missouri**, 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 _____, 2021. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Exhibit A - Program Budget**Independence Police Department
(January 1, 2021– December 31, 2021)**

Budget Categories	COMBAT Program Budget
Personnel – Salaries	\$ 193,433.00
Fringe Benefits (max 10% of salaries)	\$ 95,267.00
Auditing/Accounting Services	
Evaluation	
Supplies	\$ 11,300.00
Postage	
Printing	
Meeting Expense	
Mileage (Local Travel)	
Training (local)	
Memberships	
Insurance	
Total Direct Costs	\$ 300,000.00
Indirect Administration (max 7% of total)	
Minor Home Repair	
Consumables	
TOTAL BUDGET	\$ 300,000.00

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.**