

AGREEMENT

(2025 & 2026 COMBAT Law Enforcement School Based Initiative (LESBI))

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **City of Lee's Summit, 10 NE Tudor Rd., Lee's Summit, MO 64086**, hereinafter referred to as "the City" made and entered into this _____ day of _____, 2025.

WHEREAS, the City has requested funding from the 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 the city a total amount not to exceed **\$225,000.00**. Upon execution of this Agreement, City may submit an invoice for 25% of the award. Prior to September 30, 2025, 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. The city agrees to submit semester program reports on forms provided by COMBAT Administration. All payments will be processed within 30 days of receipt of the 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 B, 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 a 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. The city must have a representative participate in 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." The city recognizes this goal and shall make 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. The city agrees to participate in an effective 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 an 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 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, 2025, and extend through December 31, ~~2026~~ ²⁰²⁷, for expenses incurred during the same period.
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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 allowed 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. Appropriation of Funds. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and

budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

- A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
 - B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.
18. 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 _____, 2025.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Bryan O. Covinsky
County Counselor

By: _____
Melesa Johnson
Prosecuting Attorney

ATTEST:

City of Lee's Summit

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 **\$225,000.00** which is hereby authorized.

Date

Director of Finance and Purchasing
Account No.008-4407-56007

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 Lee's Summit**, 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 Lee's Summit**, 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 _____, 2025. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date