

**AGREEMENT BETWEEN THE CITY OF
LEE’S SUMMIT, MISSOURI
AND THE MISSOURI DEPARTMENT OF PUBLIC SAFETY
FISCAL YEAR 2025**

This Agreement (“Agreement”) is entered into by and between the Missouri Department of Public Safety (“DPS”) and the City of Lee’s Summit, Missouri (“Recipient”). DPS and the Recipient are jointly referred to herein as “parties” or individually as “party”.

WHEREAS, the Missouri General Assembly appropriated funds to DPS in House Bill 2020, Section 20.1231, Fiscal Year 2025, (“Legislation”) from the General Revenue Fund (Fund Number 0101) in the amount of \$1,500,000.00 for the planning, design, and construction of an emergency joint operations facility (“Appropriation”); and

WHEREAS, DPS intends to authorize payment to Recipient pursuant to the Appropriation;

NOW WHEREFORE, DPS and Recipient agree to the following terms and conditions:

General Terms and Conditions

1. This Agreement shall be effective as of the date of the signature last set forth below, and shall continue until June 30, 2025, or until any of the planning, design, and construction of an emergency joint operations facility funded in whole or in part by the Appropriation is complete, whichever is later, unless terminated as set forth below.
2. Any request for payment pursuant to this Agreement must be received by the designated DPS point of contact by 5:00PM on June 16, 2025. Failure to adhere to this deadline, to include providing all necessary documentation along with the request, will result in the denial of funds.
3. Prior to submitting any request for payment pursuant to this Agreement, Recipient shall provide documentation evidencing the availability of local matching funds. Such documentation may include, but is not limited to, bank statements, loan documentation, letters of credit, or other financial documentation or evidence of in-kind contribution as DPS deems appropriate. If Recipient provides documentation of local matching funds in the amount of the Appropriation, Recipient may request payment of the entire Appropriation. If local match is not available in an amount equal to the Appropriation, Recipient can request payment up to the amount of local match available (50/50 match). If Recipient requests less than the amount of the Appropriation, Recipient may request additional funds at any time during the Period of Performance, provided that the total of all funds provided to Recipient may not exceed the amount of the

Appropriation. In no event shall any portion of the Appropriation be used to fund the local match requirement. The local match requirement must be satisfied through expenditure of local funds and/or in-kind matches specific to this project in an amount equal to or greater than the amount of the Appropriation that is ultimately disbursed. The appropriateness of expenditures and in-kind matches shall be determined by DPS.

4. Prior to submitting any request for payment pursuant to this Agreement, Recipient shall submit documentation showing to DPS's satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement and the Legislation. Such documentation shall include, but is not limited to, contract(s) entered into by Recipient or Subrecipient, or agreements between the Recipient or Subrecipient, for the work.
5. Recipient shall submit invoices or other form of requests for payment to DPS as directed. Recipient may request payment of the Appropriation funds in installments, after the work to be funded by the Appropriation is performed or goods are received, but no more than monthly. Each invoice or request for payment shall be accompanied by supporting documentation showing to the satisfaction of DPS what materials or services Recipient is requesting reimbursement for, including, but not limited to, a copy of invoice(s) from the Recipient's contractor(s) and, if payment has already been made, evidence of payment. Each invoice or other form of request for payment shall include a spreadsheet, to be provided by DPS, updated throughout the project and supporting documentation showing to the satisfaction of DPS expenditure of Recipient's local match in an amount equal to or greater than the amount of reimbursement being requested.
6. Prior to distribution of the Appropriation funds, either Party may terminate this Agreement at any time by giving written notice to the other Party at the address designated below. After distribution of the Appropriation funds, this Agreement may not be terminated except in the event of breach of these terms and conditions.
7. Recipient understands and agrees that the Appropriation amount may be reduced unilaterally by DPS or the State of Missouri due to unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to Mo. Const. Art. IV, sec. 27. Recipient further understands and agrees that neither DPS nor the State of Missouri shall be liable for any costs, injuries, or other damages caused by or related to a lack of funds, insufficient appropriations, or withholdings.
8. Recipient understands and agrees that the Appropriation funds shall be used solely for the public purpose(s) set forth in the Legislation and approved by DPS. Use of the Appropriation funds for any other

- purpose by Recipient or by any entity to which Recipient grants any portion of the Appropriation funds (“Subrecipient”) will constitute a material breach of this Agreement, and shall require Recipient to repay that portion of the Appropriation funds used improperly.
9. DPS will make payment to Recipient upon receipt from Recipient of an invoice or invoices and documentation showing to DPS’s satisfaction an appropriate intended use of the Appropriation funds and compliance with this Agreement, to include demonstration of 50/50 local matching funds. Such documentation shall include, but is not limited to, any contract(s) the planning, design, and construction of an emergency joint operations facility entered into by Recipient and/or Agreements with intended Subrecipients. The invoice(s) shall contain a reference to the Legislation by title and applicable section.
 10. Recipient agrees that it will maintain records related to the Appropriation for a period of no less than five (5) years after this Agreement expires. Recipient agrees that DPS and any governmental representatives shall have access to any and all receipts, contracts, books, documents, papers, memorandum, communication, and other records of Recipient for the purpose of auditing or examining Recipient’s use or granting of Appropriation funds and compliance with this Agreement and applicable law. Recipient further agrees that any costs to resolve or ameliorate any non-compliance noted by governmental representatives shall not be reimbursed by DPS or the State of Missouri and shall be the sole responsibility of Recipient.
 11. Recipient agrees that it and any Subrecipient will comply with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, the following:
 12. Recipient and any Subrecipient shall comply with all civil rights and anti-discrimination laws, and further agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, age, disability, or veteran status.
 13. Any planning, design, or construction of an emergency joint operations facility funded in whole or in part with Appropriation funds shall comply with the Americans with Disabilities Act and its implementing regulations and standards, and with all applicable building codes and standards of any authority having jurisdiction.
 14. Because the planning, design, and construction of an emergency joint operations facility involves the use of public funds, Recipient and any Subrecipient shall require its contractors and subcontractors to comply with Missouri’s Prevailing Wage Law, sections 290.210 to 290.340, RSMo, if the planning, design, and construction of an emergency joint operations facility constitutes a “public work” under section 290.210(9), RSMo. and 8 CSR 30-3.020 and any workers on the

project are employed by or on behalf of any public body as defined in section 290.210(8), RSMo.

15. Neither DPS nor the State of Missouri is or shall be a party to any contract entered into by Recipient or any Subrecipient using Appropriation funds, and neither DPS nor the State of Missouri shall be subject to any obligations, liabilities, or agreements to the contractor or any other party as a result of such contract or this Agreement.
16. To the extent allowed or imposed by law, Recipient agrees to waive, release, indemnify and hold harmless DPS and the State of Missouri from all liabilities, charges, expenses, to include attorney fees, and any costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses resulting from or related to the Appropriation and the planning, design, or construction of an emergency joint operations facility funded in whole or in part from the Appropriation. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for the Recipient's rights or defenses with regard to the Recipient's applicable sovereign, governmental, or official immunities and protections as provided by federal and Missouri constitution or law.
17. Any request for information or communications required by this Agreement shall be made to the designated point of contact below:

DPS point of contact:	
Courtney Kawelaske 1101 N. Riverside Drive Jefferson City, MO 65102	Phone: (573) 751-5427 Email: Courtney.Kawelaske@dps.mo.gov
Recipient point of contact:	
Mark Dunning 220 SE Green Street Lee's Summit, MO 64063	Phone: (816) 969-1026 Email: Mark.Dunning@cityofls.net

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the latest date of the signature by the parties.

William A. Baird, Mayor
City of Lee's Summit, Missouri

Date

SANDY KARSTEN, Director
Missouri Department of Public Safety

Date