

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute an Interlocal Agreement with the Cities of Kansas City, Grandview, and Independence related to the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant award application.

**RESOLUTION NO. 18863**, June 22, 2015

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Prosecuting Attorney's Office is submitting a grant application for the Edward Byrne Memorial Justice Assistance Program Grant, to be awarded by the U.S. Department of Justice, in the total amount of \$499,113.00, for the period of October 1, 2015, to September 30, 2019; and,

WHEREAS, under the terms of the Interlocal Agreement related to the grant, the County will serve as the fiscal agent for the grant funds and will manage the distribution of a portion of grant funds to the Cities of Kansas City, Grandview, and Independence, Missouri; and,

WHEREAS, grant funds will be appropriated at a later date, after the grant has been awarded; and,

WHEREAS, execution of the attached Interlocal Agreement with the Cities of Kansas City, Grandview, and Independence is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the Legislature of Jackson County, Missouri that the County Executive be and hereby is authorized to execute the attached Interlocal Agreement with the Cities of Kansas City, Grandview, and Independence, Missouri, related to the Byrne Justice Assistance Grant Program Award.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18863 of June 22, 2015, was duly passed on June 22, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 0

Excused 1

6/23/15  
Date

  
Mary Jo Spino, Clerk of Legislature

GMS APPLICATION NUMBER:

**INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF JACKSON, MISSOURI AND  
THE CITY OF KANSAS CITY, MISSOURI  
THE CITY OF GRANDVIEW, MISSOURI  
THE CITY OF INDEPENDENCE, MISSOURI**

**2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
Grant Cycle October 1, 2015-September 30, 2019**

This Agreement is made and entered into this \_\_\_ day of June, 2015, by and between the COUNTY of Jackson (COUNTY), the CITY of Kansas City, Missouri (CITY1), the CITY of Grandview (CITY2), and the CITY of Independence (CITY3),

**WHEREAS**, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$499,113 to the above-named units of government for state and local law enforcement related initiatives; and

**WHEREAS**, each governing body agrees that the COUNTY of Jackson shall serve as the fiscal agent for the funds; and

**WHEREAS**, each governing body finds that the performance of this AGREEMENT is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this agreement; and

**WHEREAS**, the COUNTY of Jackson agrees to provide CITY1 \$229,592 from the JAG award for Neighborhoods and Housing Services, Kansas City Police Department, and the Kansas City Metropolitan Crime Commission; and,

**WHEREAS**, the COUNTY of Jackson agrees to provide CITY2 \$14,973 for the JAG award to purchase Law Enforcement related equipment for public safety; and

**WHEREAS**, the COUNTY of Jackson agrees to provide CITY3 \$44,920 from the JAG award to purchase Law Enforcement related equipment for public safety and a technology assistance software;

**WHEREAS**, the COUNTY of Jackson agrees to \$209,627 from the JAG award for salaries and benefits of staff in the Jackson County Prosecutor's Office; and

**WHEREAS**, the COUNTY of Jackson, CITY1, CITY2, and CITY3 believes it to be in their best interests to reallocate JAG funds.

**Section 1.**

COUNTY of JACKSON agrees to pay CITY1 \$229,592 of JAG funds.

CITY1 agrees to use the \$229,592 for Neighborhoods and Housing Services, Kansas City Police Department and the Kansas City Crime Commission.

**GMS APPLICATION NUMBER:**

**Section 2.**

COUNTY of JACKSON agrees to pay CITY2 a total of \$14,973 of JAG funds.

CITY2 agrees to use \$14,973 to purchase Law Enforcement Equipment.

**Section 3.**

COUNTY of Jackson agrees to pay CITY3 a total of \$44,920 of JAG funds.

CITY3 agrees to use the \$44,920 to purchase Law Enforcement Equipment and Technology Assistance Software.

**Section 4.**

COUNTY of JACKSON agrees to receive a total of \$209,627 of JAG funds.

COUNTY of JACKSON agrees to use the \$209,627 for salaries and benefits of staff in the Jackson County Prosecutor's Office.

**Section 5.**

Nothing in the performance of this Agreement shall impose any liability for claims against all participating CITIES under this Memorandum of Understanding.

**Section 6.**

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY.

**Section 7.**

Each party to this agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by one or more of the other parties.

**Section 8.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

**Section 9.**

By entering into this Agreement, the parties do not intend to create any obligations express or implies other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**COUNTY OF JACKSON COUNTY, MISSOURI**

**By:** \_\_\_\_\_  
Jean Peters Baker  
Jackson County Prosecutor

**By:** \_\_\_\_\_  
Dan Tarwater III  
Chair, Jackson County Legislature

**By:** \_\_\_\_\_  
Michael Sanders  
County Executive

**CITY OF KANSAS CITY, MISSOURI**

**By:** \_\_\_\_\_  
Troy Schulte  
City Manager

**CITY OF GRANDVIEW, MISSOURI**

**By:** \_\_\_\_\_  
Charles R. Iseman  
Chief, Grandview Police Department

**CITY OF INDEPENDENCE, MISSOURI**

**By:** \_\_\_\_\_  
Tom Dailey  
Chief, Independence Police Department

**By:** \_\_\_\_\_  
Robert Heacock  
City Manager