

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$345,681.00 from the fund balance of the 2010 Grant Fund in acceptance of the Justice Assistance Grant (JAG) received from the United States Department of Justice.

ORDINANCE #4277, December 6, 2010

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the City of Kansas City has received a Justice Assistance Grant (JAG) from the U.S. Department of Justice in the amount of \$992,681.00, of which \$345,681.00 has been allocated to Jackson County; and,

WHEREAS, these funds will be distributed equally between the Jackson County Prosecuting Attorney's Office, which will use the funds for Jackson County Drug Court staff salaries and benefits, and the Sheriff's Office, which will use the funds for a two-man drug interdiction team and overtime costs, for the period of October 1, 2009, through September 30, 2013; and,

WHEREAS, an appropriation is necessary to place the grant funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Prosecutor's JAG 2010			
010-4129	45791 - Increase Revenues	\$172,841	
010-2810	Undesignated Fund Balance		\$172,841
010-2810	Undesignated Fund Balance	\$172,841	
010-4129	55010 - Regular Salary		\$125,450
010-4129	55040 - FICA		\$ 9,597
010-4129	55050 - Pension		\$ 13,988
010-4129	55060 - Health Insurance		\$ 23,806
Grant Fund			
Sheriff's JAG 2010			
010-4235	45746 - Increase Revenues	\$172,841	
010-2810	Undesignated Fund Balance		\$172,841
010-2810	Undesignated Fund Balance	\$172,841	
010-4235	55010 - Regular Salary		\$65,354
010-4235	55030 - Overtime		\$71,204
010-4235	55040 - FICA		\$ 6,836
010-4235	55050 - Pension		\$ 9,352
010-4235	55060 - Health Insurance		\$15,996
010-4235	55070 - Unemployment Insurance		\$ 327
010-4235	55110 - Worker's Comp		\$ 1,046
010-4235	55150 - LTD		\$ 327
010-4235	57190 - Wearing Apparel		\$ 2,400

and

BE IT FURTHER ORDAINED that all County official be and hereby are authorized to execute any and all documents necessary to give effect to said grant.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



Acting County Counselor

I hereby certify that the attached Ordinance, Ordinance #4277 introduced on December 6, 2010, was duly passed on December 6, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

This Ordinance is hereby transmitted to the County Executive for his signature.

12.6.10

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4277.

12-6-2010

Date



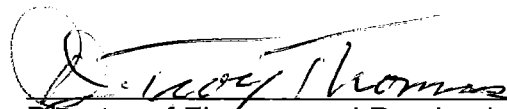
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 008 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$345,681.00

December 3, 2010

Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4277

Sponsor(s): James D. Tindall

Date: December 6, 2010

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an Ordinance appropriating \$345,681 from the undesignated fund balance of the 2010 Grant Fund in acceptance of the 2010 JAG Grant awarded to Jackson County by the City of Kansas City.</u></p>														
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="326 684 1203 1209"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$345,681</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$345,681</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM 2010 Grant Fund, 010-2810 – Undesignated Fund Balance</td> <td>FROM 010-2810 \$345,681</td> </tr> <tr> <td>TO 2010 JAG Grant,</td> <td>TO ACCT Prosecuting Atty \$172,840.50</td> </tr> <tr> <td></td> <td>TO ACCT Sheriff's Office \$172,840.50</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$345,681	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$345,681	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number: FROM 2010 Grant Fund, 010-2810 – Undesignated Fund Balance	FROM 010-2810 \$345,681	TO 2010 JAG Grant,	TO ACCT Prosecuting Atty \$172,840.50		TO ACCT Sheriff's Office \$172,840.50
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TO 2010 JAG Grant,	TO ACCT Prosecuting Atty \$172,840.50														
	TO ACCT Sheriff's Office \$172,840.50														
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>														
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Kevin Harrell/Mike Sharp</p>														

REQUEST SUMMARY

The City of Kansas City has been awarded JAG Funds by the Department of Justice for local law enforcement purposes in the amount \$992,681 of which \$345,681 has been allocated to Jackson County, Missouri. These funds will be distributed between the Jackson County Prosecutor's Office and the Jackson County Sheriff's Office. The Prosecutor's Office total award amount of \$172,840.50 will provide funding for Jackson County Drug Court staff salaries and benefits. The Sheriff's Office total award amount of \$172,840.50 will provide funding for a Two Man Drug Interdiction Team and overtime costs. The City of Kansas City is the designated fiscal agent. Contact person for the City of Kansas City is Deletta Dean, City Hall, 414 East 12th Street, Kansas City, Missouri 64016. The Interlocal Agreement and budgets are attached. Term of this grant is 10/1/09 – 9/30/13.

Please allocate \$172,840.50 for the Prosecutor's Office as follows:

55010 salary	125,450.00	55050 pension	13,987.68
55040 fica	9,596.93	55060 insurance	23,805.89

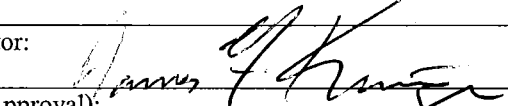
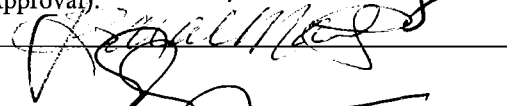
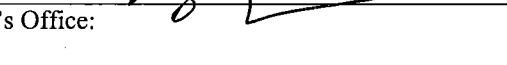
Please allocate \$172,840.50 for the Sheriff's Department as follows:

55010 salary	65,353.60
55030 overtime	71,204.40
55040 fica	6,835.55
55050 pension	9,352.10
55060 insurance	15,995.65
55070 unemployment	326.77
55110 workers comp	1,045.66
55150 disability	326.77
57190 wearing apparel	2,400.00

CLEARANCE

Tax Clearance Completed (Purchasing & Department)
 Business License Verified (Purchasing & Department)
 Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTACHMENTS

REVIEW	Department Director: 	Date: 12-2-10
	Finance (Budget Approval): If applicable 	Date: 12/3/10
	Division Manager: 	Date: 12/3/10
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	345,681

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Tina M. Wise

From: Joshua L. Reed
Sent: Tuesday, November 30, 2010 3:19 PM
To: Sarah Matthes
Cc: Tina M. Wise; Timothy D. Bradley; Christopher C. Campbell
Subject: RE: 2010 JAG RLA

Sarah and Tina,

Here are the new numbers calculated with a family rate for one of the deputy's health insurance costs and the 13% increase. I have also added the FICA adjustment based on the formula that includes Overtime. For some reason the calculations on the excel spreadsheet did not include overtime I when figuring FICA. Since this grant includes the drug interdiction team salaries and overtime for use at the courthouse, I am not sure how you want that written into this RLA.

The total \$172,840.50 was based of the original numbers given to me by Tina in previous emails.

The difference in overtime for the courthouse deputies listed below from the original \$40,232.82 number given to me by Tina is \$6,971.59. This is the unused interdiction team amount added to the \$40,232.82 originally marked for overtime at the courthouse.

Here are the new numbers:

Salaries	\$65,353.60
FICA	\$6,835.55
Pension	\$9,352.10
Workman's Com	\$1,045.66
Unemployment	\$326.77
Disability	\$326.77
Health Insurance	\$15,995.65
Uniform All	\$2,400
Overtime	\$24,000
Total for Interdiction Team:	\$125,636.09
Overtime	\$47,204.41
Total for Courthouse Overtime	\$47,204.41
Sheriff's Office 2010 JAG Total	\$172,840.5

Does this get us closer to a usable set of figures for the RLA?

Sincerely,

Josh Reed

12/2/2010

Pros. Office

2010 JAG Grant
10/1/09 - 9/30/13

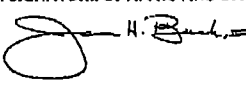
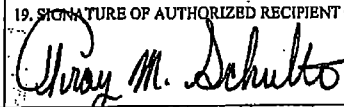
Salary	FICA	Pension(11.15)	Insurance	Total
125,450.00	9,596.93	13,987.68	23,805.89	172,840.50



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (including Zip Code) City of Kansas City 414 E. 12th Street Kansas City, MO 64106		4. AWARD NUMBER: 2010-DJ-BX-0399	
		5. PROJECT PERIOD: FROM 10/01/2009 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2009 TO 09/30/2013	
		6. AWARD DATE 08/23/2010	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 446000201		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE PY 2010 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 992,681	
		11. TOTAL AWARD \$ 992,681	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT OPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Troy Schulte Acting City Manager	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9/3/10
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 992681		21. JDJUGT1875	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2010-DJ-BX-0399

AWARD DATE 08/23/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2010-DJ-BX-0399

AWARD DATE 08/23/2010

SPECIAL CONDITIONS

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith-Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
11. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
12. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
13. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

JPM



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2010-DJ-BX-0399

AWARD DATE 08/23/2010

SPECIAL CONDITIONS

16. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
18. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2010-DJ-BX-0399

AWARD DATE 08/23/2010

SPECIAL CONDITIONS

19. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
20. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
21. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

RECEIVED
JUN 25 2010
6
CHIEFS OFFICE

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND
THE COUNTY OF JACKSON, MISSOURI
THE CITY OF BLUE SPRINGS, MISSOURI
THE CITY OF GRANDVIEW, MISSOURI
THE CITY OF INDEPENDENCE, MISSOURI
THE CITY OF RAYTOWN, MISSOURI
THE CITY OF LEE'S SUMMIT, MISSOURI**

JUN 28 2010
Executive Services
Bureau

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 22nd day of June, 2010, by and between The CITY of Kansas City, Missouri, the COUNTY of Jackson (COUNTY), the CITY of Blue Springs (CITY1), the CITY of Grandview (CITY2), the CITY of Independence (CITY3), the CITY of Raytown (CITY4), and the CITY of Lee's Summit (CITY5), and the Board of Police Commissioners of K.C. Mo. (Board), a state agency organized under Section 84.35 et seq. of the Revised Statutes of Missouri.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$992,681.00 to the above-named units of government for state and local law enforcement-related initiatives; and

WHEREAS, each governing body agrees that the CITY of Kansas City 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 interests 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 CITY OF KANSAS CITY agrees to provide the COUNTY with \$345,681.00 from the JAG award for salaries and benefits for Drug Court staff in the Prosecutor's Office; salary and benefits for staff in the Sheriff Department's Drug Interdiction Unit; and overtime compensation for Sheriff Department staff in the Courthouse Security, and

WHEREAS, the CITY OF KANSAS CITY agrees to provide the CITY1 \$9,500.00 from the JAG award to Purchase Law Enforcement Related Equipment; and

WHEREAS, the CITY OF KANSAS CITY agrees to provide the CITY2 \$18,500.00 from the JAG award to Purchase Law Enforcement Related Equipment; and

JUN 30 2010
OFFICE OF GENERAL COUNSEL

WHEREAS, the CITY OF KANSAS CITY agrees to provide the CITY3 \$90,000.00 from the JAG Purchase Law Enforcement Related Equipment; and

WHEREAS, the CITY OF KANSAS CITY agrees to provide the CITY4 \$8,000.00 from the JAG to Purchase Law Enforcement Related Equipment; and

WHEREAS, the CITY OF KANSAS CITY agrees to provide the CITY5 \$11,000.00 from the JAG to fund a Crime Scene Technician; and

WHEREAS, the CITY OF KANSAS CITY agrees to receive \$510,000.00 from the 2010 JAG Award for the CEC Center and to Purchase Law Enforcement Related Equipment; and *for Board*

WHEREAS, CITY OF KANSAS CITY, COUNTY, CITY1, CITY2, CITY3, CITY4, and CITY5, believe it to be in their best interests to reallocate the JAG funds. *and Board*

NOW THEREFORE, the CITY OF KANSAS CITY, COUNTY, CITY1, CITY2, CITY3, CITY4, and CITY5, agree as follows: *and Board*

Section 1.

CITY OF KANSAS CITY agrees to pay COUNTY \$345,681.00 of JAG funds.

COUNTY agrees to use \$345,681.00 for salaries and benefits for Drug Court staff in the Prosecutor's Office; salary and benefits for staff in the Sheriff Department's Drug Interdiction Unit; and overtime compensation for Sheriff Department staff in the Courthouse Security.

Section 2.

CITY OF KANSAS CITY agrees to pay CITY1 a total of \$9,500.00 of JAG funds.

CITY1 agrees to use \$9,500.00 to Purchase Law Enforcement Related Equipment.

Section 3.

CITY OF KANSAS CITY agrees to pay CITY2 a total of \$18,500.00 of JAG funds.

CITY2 agrees to use \$18,500.00 to Purchase Law Enforcement Related Equipment.

Section 4.

CITY OF KANSAS CITY agrees to pay CITY3 a total of \$90,000.00 of JAG funds.

CITY3 agrees to use \$90,000.00 for to Purchase Law Enforcement Related Equipment.

Section 5.

CITY OF KANSAS CITY agrees to pay CITY4 a total of \$8,000.00 of JAG funds.

CITY4 agrees to use \$8,000.00 to Purchase Law Enforcement Related Equipment.

Section 6.

CITY OF KANSAS CITY agrees to pay CITY5 a total of \$11,000.00 of JAG funds.

CITY5 agrees to use \$11,000.00 for Crime Scene Technician Salary.

Section 7.

CITY OF KANSAS CITY agrees to receive a total of \$510,000.00 of JAG funds.

CITY OF KANSAS CITY agrees to use \$510,000 for the CEC Center and to Purchase Law Enforcement Related Equipment, *or Board*.

Section 8.

In accordance with the JAG legislation, CITY OF KANSAS CITY will establish a trust fund for the JAG funds. Interest accrued from the trust fund will be split equally between CITY OF KANSAS CITY and COUNTY at the end of each calendar year of the grant period and/or at the close of the grant period.

Section 9.

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

Section 10.

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

Section 11.

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 12.

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

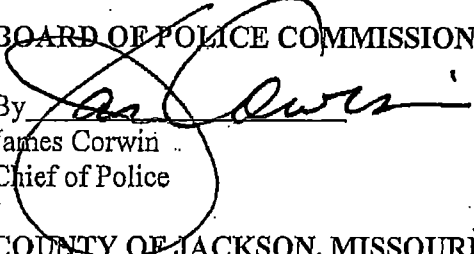
Section 13.

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

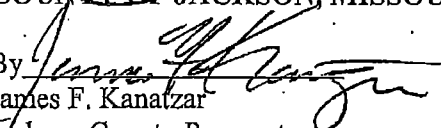
CITY OF KANSAS CITY MISSOURI

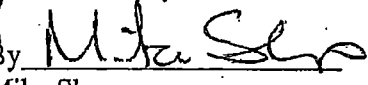
By *Troy M. Schulte*
Troy Schulte
Acting City Manager


BOARD OF POLICE COMMISSIONERS OF KANSAS CITY

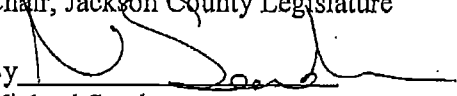
By 
James Corwin
Chief of Police

COUNTY OF JACKSON, MISSOURI

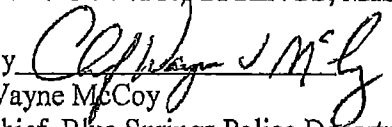
By 
James F. Kanatzar
Jackson County Prosecutor

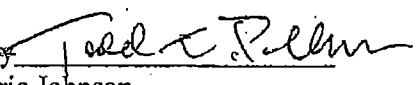
By 
Mike Sharp
Jackson County Sherriff

By 
Henry Rizzo
Chair, Jackson County Legislature

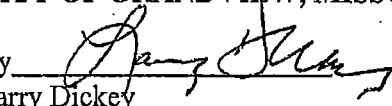
By 
Michael Sanders
County Executive

CITY OF BLUE SPRINGS, MISSOURI

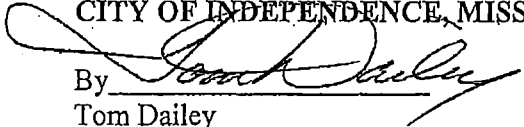
By 
Wayne McCoy
Chief, Blue Springs Police Department

By 
Eric Johnson
City Administrator, Blue Springs *ASST. CITY ADM.*

CITY OF GRANDVIEW, MISSOURI

By 
Larry Dickey
Chief, Grandview Police Department

CITY OF INDEPENDENCE, MISSOURI

By 
Tom Dailey
Chief, Independence Police Department

By *Robert Heacock*
Robert Heacock
City Manager

CITY OF RAYTOWN, MISSOURI

By *Chief Jim Lynch*
James Lynch
Chief, Raytown Police Department

CITY OF LEE'S SUMMIT, MISSOURI

By *Joe Piccinini*
Joseph Piccinini
Chief, Lee's Summit Police Department

By *Stephen Arbo*
Stephen Arbo
City Manager