

GMS APPLICATION NUMBER: 2011-H5681-MO-DJ

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

**2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Grant Cycle October 1, 2010-September 30, 2014**

This Agreement is made and entered into this 26 day of ^{Sept.} July, 2011, by and between the COUNTY of Jackson (COUNTY), the CITY of Kansas City, Missouri (CITY 1), and the Board of Police Commissioners of Kansas City Missouri, (BOARD) a state agency organized under section 84350 et seq. of the Revised Statutes of Missouri, the CITY of Blue Springs (CITY2), the CITY of Grandview (CITY3), the CITY of Independence (CITY4), the and the CITY of Lee's Summit (CITY5),

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$807,447.00 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 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 COUNTY of Jackson agrees to provide the CITY 1 \$418,083.00 from the JAG award for Neighborhood and Community Services, the BOARD, the Kansas City Metropolitan Crime Commission, Kansas City Missouri Prosecutor's Office; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY 2 \$7,727.00 from the JAG award to purchase Miscellaneous Technology Upgrade Equipment; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY 3 \$15,048.00 from the JAG award to purchase Law Enforcement Related Equipment for public safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY 4 \$73,206.00 from the JAG for Salary Recovery; and

FILED
SEP 20 2011 1
MARY JO SPINO
COUNTY CLERK

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WHEREAS, the COUNTY of Jackson agrees to provide the CITY 5 \$8,949.00 from the JAG to purchase General Equipment; and

WHEREAS, the COUNTY of Jackson agrees to receive \$284,434.00 from the JAG award for salaries and benefits for the Drug Court staff in the Jackson County Prosecutor's Office; and overtime compensation for Jackson County Sheriff Department staff, and General Equipment, and to purchase Law Enforcement Related Equipment for public safety, and to purchase Computer Software; and

WHEREAS, the COUNTY of Jackson, CITY1, CITY2, CITY3, CITY4, and CITY5 believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY of Jackson, CITY1, CITY2, CITY3, CITY4, and CITY5 agree as follows:

Section 1.

COUNTY OF JACKSON agrees to pay CITY 1 \$418,083.00 of JAG funds.

CITY 1 agrees to use \$418,083.00 for Neighborhood and Community Services, the BOARD, the Kansas City Metropolitan Crime Commission, and the Kansas City Missouri Prosecutor's Office.

Section 2.

COUNTY OF JACKSON agrees to pay CITY 2 a total of \$7,727.00 of JAG funds.

CITY 2 agrees to use \$7,727.00 to purchase Miscellaneous Technology Upgrade Equipment.

Section 3.

COUNTY OF JACKSON agrees to pay CITY 3 a total of \$15,048.00 of JAG funds.

CITY 3 agrees to use \$15,048.00 to purchase Law Enforcement Equipment.

Section 4.

COUNTY OF JACKSON agrees to pay CITY 4 a total of \$73,206.00 of JAG funds.

CITY 4 agrees to use \$73,206.00 for Salary Recovery.

Section 5.

COUNTY OF JACKSON agrees to pay CITY5 a total of \$8,949.00 of JAG funds.

CITY5 agrees to use \$8,949.00 for General Equipment.

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Section 6.

COUNTY OF JACKSON agrees to receive a total of \$284,434.00 of JAG funds.

COUNTY OF JACKSON agrees to use \$284,434.00 for salaries and benefits for the Drug Court staff in the Jackson County Prosecutor's Office; and for overtime compensation; and to purchase General Equipment; and to purchase Law Enforcement Related Equipment; and to purchase Computer Software for public safety for the Jackson County Sheriff Department.

Section 7.

In accordance with the JAG legislation, COUNTY of Jackson will establish a trust fund for the JAG funds. Interest accrued from the trust fund will be given solely to the COUNTY of Jackson at the end of each calendar year of the grant period and/or at the close of the grant period.

Section 8.

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

Section 9.

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

Section 10.

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 11.

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

Section 12.

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.

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COUNTY OF JACKSON, MISSOURI

By Jean Peters Baker
Jean Peters Baker
Jackson County Prosecutor

By Mike Sharp
Mike Sharp
Jackson County Sheriff

By Dennis Waits
Dennis Waits
Chair, Jackson County Legislature

By Michael Sanders
Michael Sanders
County Executive

APPROVED AS TO FORM:
W. Stephen May
COUNTY COUNSELOR

ATTEST:
Mary Spind
CLERK OF COUNTY LEGISLATURE

CITY OF KANSAS CITY, MISSOURI

By Troy Schulte
Troy Schulte
City Manager

BOARD OF POLICE COMMISSIONERS OF KANSAS CITY

By James Corwin
James Corwin
Chief, Kansas City Missouri Police Department

CITY OF BLUE SPRINGS, MISSOURI

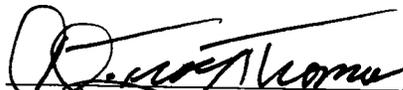
By Wayne McCoy 07-15-11
Wayne McCoy
Chief, Blue Springs Police Department

By Eric Johnson
Eric Johnson
City Administrator, Blue Springs

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 from which payment is to be made, each sufficient to meet the obligation of \$ 807,447.⁰⁰ which is hereby authorized.

September 29, 2011
Date



Director of Finance and Purchasing
Acct. #

CT #	ACCT #			
41382011001	010-4138-6790	\$	418,083	CITY OF KC
41382011002	010-4138-6790	\$	7,727	CITY OF BS
41382011003	010-4138-6790	\$	15,048	CITY OF GRANDVIEW
41382011004	010-4138-6790	\$	73,206	CITY OF INDEP
41382011005	010-4138-6790	\$	8,949	CITY OF LS
		\$	<u>523,013</u>	
	010-4138-5010	\$	130,000	
	010-4138-5040	\$	9,945	
	010-4138-5050	\$	14,495	
	010-4138-5060	\$	29,994	
	010-4272-5030	\$	34,000	
	010-4272-6662	\$	10,000	
	010-4272-7520	\$	6,000	
	010-4272-8171	\$	<u>50,000</u>	
		\$	<u>284,434</u>	

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CITY OF GRANDVIEW, MISSOURI

By Charles Iseman
~~Larry Dickey~~ *Charles Iseman*
Chief, Grandview Police Department

CITY OF INDEPENDENCE, MISSOURI

By Tom Dailey
Tom Dailey
Chief, Independence Police Department

By John Heacock
for Robert Heacock
City Manager

CITY OF LEE'S SUMMIT, MISSOURI

By Joe Paccinini
Joseph Paccinini
Chief, Lee's Summit Police Department

By Stephen Arbo
Stephen Arbo
City Manager