

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$233,190.00 from the Undesignated Fund Balance of the 2015 Grant Fund in acceptance of the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice and authorizing the County Executive to execute an Interlocal Agreement pursuant to the terms of the grant award with the Cities of Kansas City, Grandview, and Independence.

ORDINANCE NO. 4719, March 2, 2015

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the U. S. Department of Justice has awarded the City of Kansas City, Missouri the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) in the total amount of \$555,190.00 to provide for local law enforcement purposes, for the period of October 1, 2013, to September 30, 2017; and,

WHEREAS, the grant allocates \$233,190.00 to the County for salaries and benefits for the employees of the Jackson County Drug Court and a Kansas City No Violence Alliance Data and Information Analyst; and,

WHEREAS, this grant requires no local matching funds, but it does require the execution of the attached Interlocal Agreement with the Cities of Kansas City, Grandview, and Independence; and,

WHEREAS, an appropriation is necessary in order to place the grant funds in the appropriate spending accounts; and,

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the undesignated fund balance of the 2015 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund 2014 JAG			
010-4100	45678 – Increase Revenues	\$233,190	
010-2810	Undesignated Fund Balance		\$233,190
010-2810	Undesignated Fund Balance	\$233,190	
010-4100	55010 – Regular Salary		\$160,543
010-4100	55040 – FICA		\$ 9,221
010-4100	55050 – Pension		\$ 17,358
010-4100	55060 – Insurance		\$ 46,068

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute the attached Interlocal Agreement with the Cities of Kansas City, Grandview, and Independence.

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

APPROVED AS TO FORM:

Jim P. Hall
Chief Deputy County Counselor

W. Stephen Rupp
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4719 introduced on March 2, 2015, was duly passed on March 16, 2015 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.

3-16-15
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4719.

3-17-15
Date

Michael D. Sanders
Michael D. Sanders, County Executive

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

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$233,190.00

February 24 2015
Date

D. J. [Signature]
Director of Finance and Purchasing

Justice Assistance Grant (JAG) Program Award, 2014-113477-MO-DJ

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

**2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Grant Cycle October 1, 2013-September 30, 2017**

This Agreement is made and entered into this 6th day of June, 2014, by and between The CITY of Kansas City, Missouri, the COUNTY of Jackson (COUNTY), the CITY of Grandview (CITY1), the CITY of Independence (CITY2),

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$555,213.00 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 \$233,190.00 from the JAG award for salaries and benefits for Drug Court staff in the Prosecutor's Office; and salary for the Data and Information Analyst; and

WHEREAS, the CITY OF KANSAS CITY agrees to provide the CITY1 \$16,656.00 from the JAG award to purchase law enforcement related equipment and computer hardware; and

WHEREAS, the CITY OF KANSAS CITY agrees to provide the CITY2 \$49,969.00 from the JAG award to purchase law enforcement related equipment; and to purchase computer hardware and software; and

WHEREAS, the CITY OF KANSAS CITY and the BOARD agrees to receive \$255,398.00 from the JAG Award for training and salaries and benefits for Neighborhood and Community Services and salaries and benefits for the Kansas City Metropolitan Crime Commission and salaries and benefits for Kansas City No Violence Alliance; and

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

NOW THEREFORE, the CITY OF KANSAS CITY, COUNTY, CITY1, and CITY2, agree as follows:

Section 1.

CITY OF KANSAS CITY agrees to pay COUNTY \$233,190.00 of JAG funds.

COUNTY agrees to use \$233,190.00 for salaries and benefits for Drug Court staff in the Prosecutor's Office; and to pay salary for a Data and Information Analyst.

Section 2.

CITY OF KANSAS CITY agrees to pay CITY1 a total of \$16,656.00 of JAG funds.

CITY1 agrees to use \$16,656.00 to purchase law enforcement related equipment and computer hardware.

Section 3.

CITY OF KANSAS CITY agrees to pay CITY2 a total of \$49,969.00 of JAG funds.

CITY2 agrees to use \$49,969.00 to purchase law enforcement related equipment and computer hardware and software.

Section 4.

CITY OF KANSAS CITY and agrees to receive a total of \$255,398.00 of JAG funds.

CITY OF KANSAS CITY agrees to use \$255,398.00 for training and salaries and benefits for Neighborhood and Community Services and salaries and benefits for the Kansas City Metropolitan Crime Commission and salaries and benefits for Kansas City No Violence Alliance.

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 any 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 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
City Manager

APPROVED AS TO FORM

Jan D. Hollman
County Counselor

COUNTY OF JACKSON, MISSOURI

By Jean Peters Baker
Jean Peters Baker
Jackson County Prosecutor

By Michael Sanders
Michael Sanders
County Executive

CITY OF GRANDVIEW, MISSOURI

By Charles Iseman
Charles Iseman
Chief, Grandview Police Department

CITY OF INDEPENDENCE, MISSOURI

By Tom Dailey
Tom Dailey
Chief, Independence Police Department

By Robert Heacock
Robert Heacock
City Manager