

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 and Independence related to the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant award application.

RESOLUTION NO. 19197, June 20, 2016

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 \$533,812.00, for the period of October 1, 2016, to September 30, 2020; 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 and Independence, Missouri; and,

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

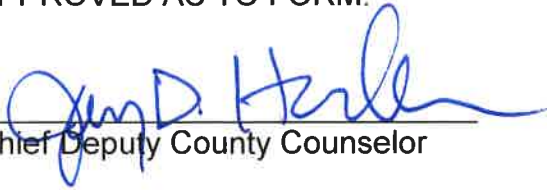
WHEREAS, execution of the attached Interlocal Agreement with the Cities of Kansas City, and Independence is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

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 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. 19197 of June 20, 2016, was duly passed on June 20, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

6.20.16
Date


Mary Jo Spino, Clerk of Legislature

GMS APPLICATION NUMBER: 2016-H3738-MO-DJ

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

**2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Grant Cycle October 1, 2016-September 30, 2020**

This Agreement is made and entered into this ___day of June, 2016, by and between the CITY of Kansas City, Missouri, the COUNTY of Jackson (COUNTY) and the CITY of Independence (CITY1).

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$533,812 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 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 CITY OF KANSAS CITY agrees to provide the COUNTY \$234,877 from the JAG award for salaries and benefits of staff for the Jackson County Prosecutor's Office; ;and

WHEREAS, the CITY OF KANSAS CITY agrees to provide CITY1 \$48,043 from the JAG award to purchase Law Enforcement related equipment for public safety and software; and

WHEREAS, the CITY OF KANSAS CITY agrees to \$250,892 from the JAG award for Neighborhoods and Housing Services, Kansas City Police Department and the Kansas City Metropolitan Crime Commission; and

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

GMS APPLICATION NUMBER: 2016-H3738-MO-DJ

Section 1.

CITY OF KANSAS CITY agrees to pay COUNTY \$234,877 of JAG funds.

COUNTY agrees to use the \$234,877 for salaries and benefits of staff of the Jackson County Prosecutor's Office.

Section 2.

CITY OF KANSAS CITY agrees to pay CITY1 a total of \$48,043 of JAG funds.

CITY1 agrees to use \$48,043 to purchase Law Enforcement Equipment and software.

Section 3.

CITY OF KANSAS CITY agrees to receive a total of \$250,892 of JAG funds.

CITY OF KANSAS CITY agrees to use the \$250,892 for Neighborhoods and Housing Services, Kansas City Police Department and the Kansas City Metropolitan Crime Commission.

Section 4.

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

Section 5.

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

Section 6.

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 7.

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

Section 8.

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: _____
Crystal Williams
Chairwoman, Jackson County Legislature

By: _____
Frank White, Jr.
County Executive

CITY OF KANSAS CITY, MISSOURI

By: _____
Troy Schulte
City Manager

CITY OF INDEPENDENCE, MISSOURI

By: _____
Tom Dailey
Chief, Independence Police Department

By: _____
John Pinch
City Manager