



# Jackson County, Missouri

## Request for Legislative Action

REQUESTED MEETING DATE: \_\_\_\_\_ SPONSOR: Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 5839 ASSIGNED MEETING DATE: 04-01-24

STAFF CONTACT: Gina Robinson PHONE: 881-3369

EMAIL: grobinson@jacksongov.org

DEPARTMENT: Prosecuting Attorney

TITLE: Ordinance transferring and appropriating funds for the acceptance of the 2022 JAG Grant awarded to Jackson County through the City of Kansas City for use by the Prosecuting Attorney's Office.

**SUMMARY:** The City of Kansas City has been awarded 2022 JAG funds by the Department of Justice for local law enforcement purposes in the amount of \$678,136 of which \$291,598 has been allocated to Jackson County, Missouri. The Prosecutor's Office will use the funding to provide salary/benefits for two assistant prosecutors, one data/information analyst and one diversion program manager/assistant prosecutor. To complete this project, the Prosecutor's Office will provide an additional \$74,449 to pay for the unfunded portions of encumbants.

The City of Kansas City is the designated fiscal agent. Contact person for the City of Kansas City is Heather Buscher, City Hall, 414 East 12th Street, Kansas City, Missouri 64106.

This grant expires 9/30/25.

Please appropriate \$291,598 and transfer \$74,449 from 008-4152-56798 into:

55010 Regular Salaries	\$267,025
55040 FICA Taxes	\$20,427
55050 Pension Contributions	\$30,761
55060 Insurance Benefits	\$47,834

FINANCIAL IMPACT: NO

See JAG22-RLA#1

YES

Amount	Fund	Department	Line-Item Detail
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ACTION NEEDED: APPROPRIATE FUNDS

TRANSFER FUNDS

ATTACHMENT(S): Award, Agreement, Budget, Prior Ord 5693 (10/31/22)

## Supplemental Appropriation Request Jackson County, Missouri

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

Date:                      March 19, 2024

ORD # 5839

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
<u>4101 - Prosecuting Attorney</u>	<u>45000 - Increase Revenues</u>	<u>291,598</u>	
<u>9999 - Non Specific</u>	<u>32810 - Undesignated Fund Balance</u>		<u>291,598</u>
<u>9999 - Non Specific</u>	<u>32810 - Undesignated Fund Balance</u>	<u>291,598</u>	
<u>4101 - Prosecuting Attorney</u>	<u>55010 - Regular Salaries</u>		<u>214,463</u>
<u>4101 - Prosecuting Attorney</u>	<u>55040 - FICA Taxes</u>		<u>16,408</u>
<u>4101 - Prosecuting Attorney</u>	<u>55050 - Pension Contributions</u>		<u>24,708</u>
<u>4101 - Prosecuting Attorney</u>	<u>55060 - Insurance Benefits</u>		<u>36,019</u>
<div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> <b>APPROVED</b>  <small>By Sarah Matthes at 2:12 pm, Mar 19, 2024</small> </div>		<u>\$ 583,196</u>	<u>\$ 583,196</u>
Budgeting			

**JAG22-RLA#1**

**Transferring Fund From:**

<b>Amount:</b>	<b>Fund:</b>	<b>Department:</b>	<b>Line-Item Detail</b>
\$291,598	010 (Grant Fund)	9999(*)	32810 (Undesignated Fund Balance)
\$74,449	008 (Anti-Crime Sales Tax Fund)	4152 (Prosecutor-Criminal Prosecution)	56798 (Grant Match)

**Transferring Fund To:**

<b>Amount:</b>	<b>Fund:</b>	<b>Department:</b>	<b>Line-Item Detail</b>
\$267,025	010 (Grant Fund)	(2022 JAG Grant)	55010 (Regular Salaries)
\$20,427	010 (Grant Fund)	(2022 JAG Grant)	55040 (FICA Taxes)
\$30,761	010 (Grant Fund)	(2022 JAG Grant)	55050 (Pension Contributions)
\$47,834	010 (Grant Fund)	(2022 JAG Grant)	55060 (Insurance Benefits)

**✓ Award Letter**

September 23, 2022

Dear Tammy Queen,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF KANSAS CITY for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$678,136.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

**GMS APPLICATION NUMBER: C-BJA-2022-00155-PROD**

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

**2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
Grant Cycle October 1, 2019 – September 30, 2025**

This Agreement is made and entered into this 8/12/22 day of August 2022, by and between the City of Kansas City, Missouri (CITY) and the county of Jackson (COUNTY) and the, Missouri the City of Grandview, Missouri (CITY1) City of Independence (CITY2) and the City of Raytown, Missouri (CITY3) (collectively, "The CITIES").

**WHEREAS**, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$678,136 to the above-named units of government for the state and local law enforcement related initiatives; and

**WHEREAS**, each governing body agrees that the 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 the services of functions under this agreement; and

**WHEREAS**, the CITY agrees to provide the COUNTY \$291,598 from the JAG award to pay salaries and benefits of staff in the Jackson County Prosecutor's Office; and

**WHEREAS**, the CITY agrees to provide CITY1 \$14,559 for the JAG award to purchase law enforcement related equipment for public safety; and

**WHEREAS**, the CITY agrees to provide CITY2 \$61,032 for the JAG award to purchase law enforcement related equipment and new technology for the Crime Scene Unit; and

**WHEREAS**, the CITY agrees to provide CITY3 \$14,199 for the JAG award to purchase Law Enforcement related equipment for public safety; and

**WHEREAS**, the CITY agrees to \$296,747 from the JAG award to Neighborhood Services Department, Health Department and Kansas City Metropolitan Crime Commission; and

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

**Section 1**

CITY agrees to pay COUNTY \$291,598 of JAG funds.

**GMS APPLICATION NUMBER: C-BJA-2022-00155-PROD**

COUNTY agrees to use the \$291,598 of JAG funds for salaries and benefits of staff in the Jackson County Prosecutor's Office.

**Section 2**

CITY agrees to pay CITY1 a total of \$14,559 of JAG funds.

CITY1 agrees to use \$14,559 of JAG funds to purchase law enforcement related equipment.

**Section 3**

CITY agrees to pay CITY2 a total of \$61,032 of JAG funds.

CITY2 agrees to use \$61,032 of JAG funds to purchase law enforcement related equipment and new technology for the Crime Scene Unit.

**Section 4**

CITY agrees to pay CITY3 a total of \$14,199 of JAG funds.

CITY3 agrees to use \$14,199 of JAG funds to purchase law enforcement related equipment.

**Section 5**

CITY agrees to receive to receive a total of \$291,598 of JAG funds.

CITY agrees to use the \$291,598 for Neighborhood Services Department, Health Department and Kansas City Metropolitan Crime Commission.

**Section 6**

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

**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**


**GMS APPLICATION NUMBER: C-BJA-2022-00155-PROD**

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.

**Section 10**

This Agreement is not effective until the City of Kansas City, Missouri is awarded and accepts a grant from the U.S. Department of Justice, Office of Justice Programs and the City. The City will allocate the \$678,136 to the above-named units of government for the state and local law enforcement related initiative in accordance with this Agreement.


**CITY OF KANSAS CITY, MISSOURI:**

DocuSigned by:  
  
By: \_\_\_\_\_  
3674F82833A0471...  
Brian Platt, City Manager


Approved as to Form


DocuSigned by:  
  
By: \_\_\_\_\_  
A65B8A61B927465...  
Assistant City Attorney

**COUNTY OF JACKSON COUNTY, MISSOURI:**


DocuSigned by:  
  
By: \_\_\_\_\_  
8E8D7E47F0A744C...  
Jean Peters Baker, Jackson County Prosecutor


**CITY OF GRANDVIEW, MISSOURI:**

DocuSigned by:  
  
By: \_\_\_\_\_ kirk D Decker  
B4B52E0C8F3G486...  
Cemal Irmak, Mayor, City Administrator


DocuSigned by:  
  
By: \_\_\_\_\_  
28DB012E331A48F...  
Charles Iseman, Chief of Police

**CITY OF INDEPENDENCE, MISSOURI:**

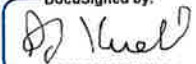
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By: \_\_\_\_\_  
610C1426742C466...  
Zachary C. Walker, City Manager

DocuSigned by:  
  
By: \_\_\_\_\_  
19848D66082D4A9...  
Adam Dustman, Interim Chief of Police

**CITY OF RAYTOWN, MISSOURI:**

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By: \_\_\_\_\_  
CA991D0A20F6496...  
Mike McDonough, Mayor

**GMS APPLICATION NUMBER: C-BJA-2022-00155-PROD**

DocuSigned by:  
  
By: \_\_\_\_\_  
61F2EF730CE3423  
Robert J. Kuel, Chief of Police



2022 JAG

Purpose Area #4

# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N  
 (DOJ Financial Guide, Section 3.10)

## A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation						Federal Request	
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution		
JACKSON COUNTY							\$0		\$0
Jackson County Position	Data and Information Analyst	\$34,003.00	yearly	1	100%	\$34,003			\$34,003
Jackson County Position	Asst Prosecutor/Diversion Manager	\$36,000.00	yearly	1	100%	\$36,000			\$36,000
Jackson County Position	Assistant Prosecutor	\$73,555.88	yearly	1	100%	\$73,556			\$73,556
Jackson County Position	Assistant Prosecutor	\$70,903.88	yearly	1	100%	\$70,904			\$70,904
									\$0
									\$0
									\$0
									\$0
									\$0
									\$0
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									\$0

Purpose Area #4

Narrative	Total(s)	\$214,463	\$0	\$214,463
<p>JACKSON COUNTY</p> <p>Data &amp; Information Analyst will convert information received through investigations and prosecutions and convert it into useable criminal intelligence, maintain the data management system and updating it to capture all appropriate data points, creating data maps, other searchable databases and provide necessary information to coordinate with other partners to identify potential crime trends (geographical, crime type, person specific), determine internal efficiencies, and provide recommendations on organizational changes that will help focus resources on cases, programs, and policies that will provide the greatest results in reducing violent crime in Jackson County, spending 100% of the time to the project.</p> <p>Assistant Prosecutor/Diversion Manager will be responsible for the day-to-day supervision of cases assigned to the New Start Diversion Program, spending 100% of the time to the project.</p> <p>Assistant Prosecutors will focus on existing and future crime, notably violent crime, reduction efforts within the Jackson County, Prosecutor's Office, spending 100% of the time on the project.</p>				

Purpose Area #4

<b>B. Fringe Benefits</b>		<b>Computation</b>				
<b>Name</b>		<b>Base</b>	<b>Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
<i>List each grant-supported position receiving fringe benefits.</i>						
JACKSON COUNTY				\$0		\$0
Data and Information Analyst - FICA		\$34,000.00	7.65%	\$2,601		\$2,601
Data and Information Analyst - Pension		\$34,000.00	11.52%	\$3,917		\$3,917
Data and Information Analyst - Health Insurance		\$34,000.00	22.27%	\$7,572		\$7,572
				\$0		\$0
Assistant Prosecutor/Diversion Manager - FICA		\$36,000.00	7.65%	\$2,754		\$2,754
Assistant Prosecutor/Diversion Manager - Pension		\$36,000.00	11.52%	\$4,148		\$4,148
Assistant Prosecutor/Diversion Manager - Health Insurance		\$36,000.00	10.54%	\$3,795		\$3,795
				\$0		\$0
Assistant Prosecutor - FICA		\$73,555.88	7.65%	\$5,628		\$5,628
Assistant Prosecutor - Pension		\$73,555.88	11.52%	\$8,474		\$8,474
Assistant Prosecutor - Health Insurance		\$73,555.55	9.79%	\$7,202		\$7,202
				\$0		\$0
Assistant Prosecutor - FICA		\$70,903.88	7.65%	\$5,425		\$5,425
Assistant Prosecutor - Pension		\$70,903.88	11.52%	\$8,169		\$8,169
Assistant Prosecutor - Health Insurance		\$70,903.88	24.61%	\$17,450		\$17,450
				\$0		\$0



Purpose Area #4

				\$0		\$0
				\$0		\$0
<b>Narrative</b>			<b>Total(s)</b>	<b>\$77,135</b>	<b>\$0</b>	<b>\$77,135</b>
<p>JACKSON COUNTY – FICA 7.65%; Pension 11.52%; Health Insurance = \$631.00 x 12 months (data information analyst) ; \$316.25 x 12 months (assistant prosecutor/diversion manager); \$600.16 x 12 months (assistant prosecutor); \$1,454.16 x 12 months (assistant prosecutor)</p>						

Budget Summary

**Budget Summary**

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$214,463	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214,463
B. Fringe Benefits	\$77,135	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,135
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$291,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$291,598
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	\$291,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$291,598

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No