

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Sheriff to execute, on behalf of Jackson County, a Memorandum of Understanding with the Curators of the University of Missouri on behalf of University of Missouri-Kansas City (UMKC) Police Department, allowing sworn UMKC officers to serve as auxiliary deputies with authority to enforce Jackson County petty offense and traffic ordinances within designated patrol areas on the UMKC campus.

RESOLUTION NO. 20386, March 16, 2020

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, the Sheriff recommends the execution of a Memorandum of Understanding (MOU) with the Curators of the University of Missouri on behalf of the UMKC Police Department to allow the Sheriff to appoint UMKC sworn officers as auxiliary deputies with the power to enforce County petty offense and traffic ordinances within designated patrol areas on the UMKC campus; and,

WHEREAS, this MOU creates no employment relationship between the University and the County; and,

WHEREAS, the execution of the attached MOU is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

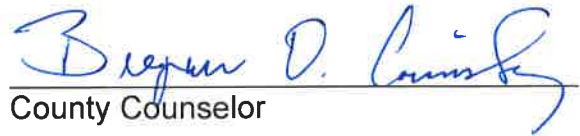
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Sheriff be and hereby is authorized to execute, on the behalf of the County, the attached MOU with the Curators of the University of Missouri, on behalf of the UMKC Police Department.

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. 20386 of March 16, 2020, was duly passed on March 30, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

3/30/2020

Date



Mary Jo Spino, Clerk of Legislature

Memorandum of Understanding

Between

Curators of the University of Missouri

On behalf of the

University of Missouri-Kansas City Police Department

And

Jackson County, Missouri

This Memorandum of Understanding made and entered into by and between the Jackson County, Missouri (“the County”) and the University of Missouri-Kansas City Police Department (UMKC-PD).

Witnessth:

WHEREAS, the County and The University of Missouri-Kansas City Police Department desire to enter into a Memorandum of Understanding (“MOU”) in order establish an agreement concerning the appointment of University of Missouri-Kansas City Police Officers as Auxiliary Deputies by the Jackson County Sheriff.

WHEREAS, this MOU is entered into by the County and the University of Missouri-Kansas City Police Department, indicating the Jackson County Sheriff supports the University of Missouri-Kansas City Police Department in the performance of their mission to safe guard the University Of Missouri-Kansas City Community and uphold the laws of Jackson County and the State of Missouri.

1. Purpose:

To establish a cooperative relationship between the County and the University of Missouri-Kansas City Police Department, to indicate the support and commitment by the Jackson County Sheriff’s Office to assist the University of Missouri-Kansas City Police Department in the performance of its mission.

Goal: To establish all University of Missouri-Kansas City Police Officers as Auxiliary Deputies per section 7043 of the Jackson County Code.

2. Duration of Agreement:

The agreement becomes effective on the date signed and shall remain in full force and effect until specifically abrogated by one of the parties to this agreement with sixty (60) days’ notice of the other party.

3. General Provisions:

This MOU does not create additional jurisdictional or limit or modify existing jurisdiction vested in the parties. It is understood by both parties that each should fulfill its responsibilities under the MOU in accordance with the provisions of law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable

to perform its functions under this agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

4. Responsibilities:

In consideration of the mutual aims and desires to the parties of this MOU and in recognition of the public benefit from the effective implementation of the MOU, the parties agree that their responsibilities under this MOU shall be as follows:

- A. The Jackson County Sheriff shall appoint all non-probationary Police Officers of the University of Missouri-Kansas City Police Department as auxiliary Deputies of the County.
- B. Each appointed auxiliary deputy employed by University of Missouri- Police Department shall serve at the pleasure of the Sheriff and surrender his or her county commission upon the termination of his or her employment with the UMKC-PD.
- C. A letter of commission listing the names and ranks of auxiliary deputies employed by the University of Missouri-Kansas City Police Department will be kept on file with both agencies. An updated list of officers of the UMKC-PD will be submitted to the Jackson County Sheriff as needed.
- D. At the time of their commissioning, auxiliary deputies employed by the University of Missouri-Kansas City Police Department shall meet all training requirements of Chapter 590, RSMo, as amended. The UMKC-PD shall provide annual written proof of said training.
- E. No member of the University of Missouri-Kansas City Police Department appointed as an auxiliary deputy may receive compensation from Jackson County for service as a deputy.

5. Primary Authority

- A. Unless otherwise expressly provided, all police officers of the University of Missouri-Kansas City Police department deputized as auxiliary deputies will possess the same powers and authority for law enforcement as commissioned Jackson County Sheriff Deputies. However, such authority shall be limited to the specific geographical area covered by the deputation agreement.

- B. Deputies employed by UMKC-PD shall attend to all matters of internal administration and control within their own department subject only to the governing body of University of Missouri, University of Missouri-Kansas City and the University of Missouri-Kansas City Police Department.
- C. A member of each department's command staff shall serve as liaison between the University of Missouri-Kansas City Police Department and the Jackson County Sheriff to ensure effective communications and compliance with this Memorandum of Understanding.

6. Minimum Standards

It is the responsibility of the UMKC-PD Chief of Police to ensure that the University of Missouri-Kansas City Police Department takes the following actions while employing police officers that are commissioned as auxiliary deputies:

- A. Ensure that all deputized members remain free from political influence.
- B. Deny employment to all individuals convicted of a felony or a misdemeanor considered infamous.
- C. Maintain training programs for its members which comply with applicable standards of the State of Missouri Peace Officer Standards and Training Program.
- D. Maintain uniform crime reporting procedures.
- E. Provide at least annually a current roster of members deputized.
- F. Ensure that its vehicles, uniforms and uniform insignia do not resemble the vehicles, uniforms and uniform insignia of the Jackson County Sheriff's Office.
- G. Maintain deputation certificates, issued by the Jackson County Sheriff's Office to all deputized members, in the personnel files located at the UMKC-PD.
- H. Limit auxiliary deputies to paid/full-time members of the agency.

7. Duties of Deputized UMKC-PD Members

To attend to all matters relating to crimes against persons and property within the designated patrol areas of the University of Missouri-Kansas City Police Department as outlined in UMKC-PD policy #2:2021-Jurisdiction.

8. Effective Administration and Execution of this MOU:

- A. This MOU shall be reviewed on an as needed basis and remain in full force and effect until specifically abrogated by one of the parties to this agreement with sixty (60) days' notice of the other party.
- B. Effective execution of the MOU can only be achieved through continuing communication and dialogue between parties. It is the intent of this MOU that channels of communication will be used to resolve questions, misunderstandings, or complaints that may arise that are not specifically addressed in the MOU.
- C. The County shall not assume any liability for any acts or inaction of auxiliary deputies employed by UMKC-PD, and UMKC-PD shall, to the extent permitted by law and without waiving sovereign immunity, defend and hold harmless Jackson County, the Jackson County Sheriff, and all of their agents, agencies, and employees from any claim or suit arising out of any acts or inaction allegedly taken or engaged in by a UMKC-PD police officer acting under the authority set out in this MOU.

Jackson County Sheriff's Office: _____ Date: _____
Sheriff Darryl Forté

UMKC Police Department: _____ Date: _____
Chief Michael Bongatz