

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Agreement for Law Enforcement Services with certain cities and law enforcement agencies in Jackson County, related to the Jackson County Drug Task Force.

RESOLUTION NO.19683, January 3, 2018

INTRODUCED BY Dan Tarwater, III, County Legislator

WHEREAS, Chapter 93, Jackson County Code, 1984, provides that each year not less than 50 percent of the proceeds of the COMBAT tax shall be appropriated for the arrest, prosecution, and incarceration of those accused of drug-related offenses and/or violent crimes; and,

WHEREAS, pursuant to the most recent non-binding resolution of intent regarding COMBAT allocation adopted by the County Legislature, the Jackson County Drug Task Forces is recommended to receive, on an annual basis, a share equal to up to 9.5 percent of the projected COMBAT revenues; and,

WHEREAS, the Jackson County Drug Task Force recommends that the County Executive be authorized to execute an Agreement for Law Enforcement Services with the Cities of Blue Springs, Buckner, Grain Valley, Grandview, Greenwood, Independence, Lake Lotawana, Lake Tapawingo, Lee's Summit, Lone Jack, Oak Grove, Raytown, Sugar Creek, and the Missouri State Highway Patrol and the Jackson County Sheriff's Office; and,

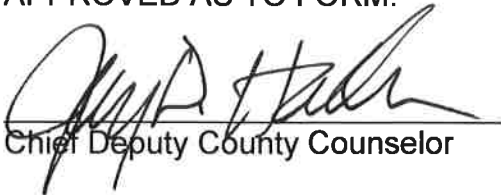
WHEREAS, this Agreement will set out the rights and responsibilities of each party participating in the Jackson County Drug Task Force, for a period to commence April 1, 2018, and continue for so long as the COMBAT tax is in effect; and,

WHEREAS, execution of this Agreement is in the best interest 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 County Executive be, and hereby is, authorized to execute the attached Agreement for Law Enforcement Services with the cities and law enforcement agencies indicated above.

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. 19683 of January 3, 2018, was duly passed on January 3, 2018 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 9

Nays 0

Abstaining 0

Absent 0

1-3-18
Date


Mary Jo Spino, Clerk of Legislature

**AGREEMENT FOR LAW ENFORCEMENT SERVICES -
JACKSON COUNTY DRUG TASK FORCE**

This Agreement is made and entered into by and between signatories to this Agreement of the following parties:

Cities of Blue Springs, Buckner, Grain Valley, Grandview, Greenwood, Independence, Lake Lotawana, Lake Tapawingo, Lee's Summit, Lone Jack, Oak Grove, Raytown, and Sugar Creek, all of the State of Missouri; Missouri State Highway Patrol; and Jackson County, Missouri, including the Jackson County Sheriff's Office.

RECITALS

WHEREAS, the voters of Jackson County, Missouri, approved a County-wide sales tax known as the Community Backed Anti-Crime Tax ("COMBAT"), at the rate of one-quarter of one percent, to be used solely for the purpose of the arrest and prosecution, incarceration, treatment and prevention of drug related offenses and violent crimes; and the judicial processing of adult and juvenile violators of such offenses; and

WHEREAS, Chapter 93, Jackson County Code, provides that each year not less than 50% of the proceeds of the COMBAT tax shall be appropriated for the arrest, prosecution, and incarceration of those accused of drug related offenses and/or violent crimes; and

WHEREAS, pursuant to the most recent non-binding resolution of intent regarding COMBAT allocations adopted by the Jackson County Legislature, the Jackson County Drug Task Force is recommended to receive, on an annual basis, a share equal to up to 9.5% of projected COMBAT revenues; and

WHEREAS, Jackson County has contracted with political subdivisions located within Jackson County to carry out the goals and objectives of the COMBAT tax; and

WHEREAS, participation in the Drug Task Force by the parties is authorized by Section 70.220, RSMo, and Sections and 650.150 *et. seq.*, RSMo; and

WHEREAS, the parties to this Agreement have supported, and desire to continue to support, the JCDF by providing to it necessary law enforcement resources; and

WHEREAS, it is the mutual desire and intent of the parties that the JCDF retain its autonomy as a distinct law enforcement agency, made up of personnel and resources of the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and in furtherance of the recitals set forth above, the respective parties do hereby agree as follows:

1. **Continuation.** The previously established multijurisdictional enforcement group — formed under Missouri's Intergovernmental Drug Laws Enforcement Act, and known as the Jackson County Drug Task Force — continues under this Agreement.

2. **Term.** This Agreement will commence on April 1, 2018 and continue for so long as the COMBAT tax is in effect, provided however, that any party may withdraw from this Agreement upon providing ninety (90) days' notice to all other parties, except as otherwise provided in Section 4. Withdrawal of any party will not affect the Agreement with respect to the remaining parties.
3. **Duties of JCDTF.** The primary duties of JCDTF consist of the following:
 - A. To conduct covert and overt investigations on individuals and organizations engaged in illegal drug related activities and violent crimes.
 - B. To establish liaison with local, state, and federal prosecutors to encourage vigorous prosecution of JCDTF investigations.
 - C. To establish liaison with local, state, and federal law enforcement agencies to better coordinate drug and violent crime investigations and related intelligence.
 - D. To disseminate information to and educate the public about drug crimes.
4. **Governance.**
 - A. Governance of the JCDTF shall be by a Board of Directors. Board membership is limited to the Chief Executive Peace Officers, or their designees, of the parties. The Board shall elect a Chair, Vice-Chair, and Secretary to serve for a term of one-year.
 - B. The Board shall meet on a regular basis to provide management guidance of the JCDTF.
 - C. Day-to-day management of the operations of the JCDTF shall be by the Officer-in-Charge, who shall report to the Board.
 - D. The Board shall have authority to adopt bylaws and to take all appropriate measures and actions to accomplish the duties of the JCDTF.
 - E. The fiscal year of the JCDTF shall be from January 1 to December 31.
 - F. If a signatory to this Agreement, other than Jackson County, Missouri, fails to attend at least one (1) Board meeting in any calendar year, then that signatory will automatically be withdrawn from the JCDTF as of January 1 of the calendar year immediately following the calendar year in which the signatory did not attend a Board meeting. Reentry by the signatory previously withdrawn requires approval of the Board and re-adoption of this Agreement by the signatory's governing body.
5. **Operational Considerations.** The parties agree that the following operational considerations shall prevail throughout the duration of this Agreement:

A. *Officer in charge.*

- i. Will have full tactical control of day-to-day operations in accordance with guidelines as established by the Board. He/she shall be selected by and report to the Board.
- ii. Will be responsible for narcotics related training of JCDTF members and will devise and implement appropriate training for the members.
- iii. Will be responsible for the approval of all officer expense (travel, meals, etc.) and monies expended by JCDTF members. He/she shall receive and document all such expenditures in accordance with the policies and procedures established by the Board, State and local laws.
- iv. Will be responsible for overtime/compensation time approval, timekeeping responsibilities and submission of member's time tabulations to their respective agencies in accordance with that agencies guidelines for appointment of an employee/personnel to JCDTF.
- v. Will be responsible for providing information to the Board related to JCDTF expenditures and activities on a regular basis.
- vi. Will have authority to discontinue an officer's assignment to the JCDTF for unsatisfactory performance.

B. *JCDTF officers.*

- i. Will be selected by the OIC with coordination and consent of the respective agency, after interviews, background investigations (when appropriate), and recommendations by the applicant's employing agency, provided that the Board shall resolve any disputes regarding the filling of vacancies or assignment of officers. The Board reserves the right to refuse an officer's potential appointment to JCDTF.
- ii. Will be full-time POST certified Peace Officers. They shall be solely directed and supervised by the OIC with respect to their JCDTF duties.
- iii. Will maintain compliance with the respective agency's policies and procedures as well as the policies and procedures of the JCDTF.
- iv. Will request annual leave to the OIC, who shall, when necessary, coordinate the request with their respective agency.

6. **Liabilities and Insurance.**

- A. Each party shall maintain workmen's compensation coverage for any employees loaned, assigned or appointed to JCDF operations. Each party will be responsible for insuring its own property. No party will be responsible for accidents caused by someone who is not its employee.
- B. The parties understand and accept that employees/personnel appointed to JCDF remain employees/personnel of their respective departments and that those departments agree to supply necessary equipment items, and to compensate their officer(s) for personal services rendered in support of task force operations in accordance with State and Federal law applicable to the situation and subject to the availability of appropriated funds. This compensation shall include, but is not limited to, cost of wages, overtime/compensation time, liability insurance, workmen's compensation, injury, death, and retirement benefits if any.

7. **Financial Matters.** Jackson County will be responsible for financial matters related to the JCDF. The JCDF budget shall be submitted to the Jackson County Executive for consideration and approval by the Jackson County Legislature in accordance with Jackson County regular budget approval process. JCDF expenditures will be processed for payment through Jackson County and its Finance Department. Grant funding must be approved and accepted by Jackson County.

8. **General Provisions.**

- A. **Periodic Review.** The Board shall periodically review this Agreement, not less than once every five years, to determine whether amendments are necessary or advisable.
- B. **No 3rd Party Benefit.** The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
- C. **No Waiver of Sovereign Immunity.** All parties agree that nothing herein shall be construed as a waiver of any party's sovereign immunity as provided for Section 537.600 *et. seq.*, RSMo.
- D. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- E. **Supersedes Prior Agreement.** This Agreement supersedes all prior agreements between the parties concerning the JCDF.

- F. **Authority to Sign.** Each party represents that the individual signing this Agreement on its behalf has the authority to do so.

- G. **Modifications.** Any modification of this Agreement requires written approval by all parties.

ATTEST:

CITY OF GRAIN VALLEY, MISSOURI:

Theresa Osenbaugh
City Clerk

By: _____
Mike Todd
Mayor
Date: _____

ATTEST:

CITY OF GREENWOOD, MISSOURI:

Dorothy Watkins
City Clerk

By: _____
Levi Weaver
Mayor
Date: _____

ATTEST:

**CITY OF LAKE LOTAWANA,
MISSOURI:**

Chris Hawkins
City Clerk

By: _____
Scott Miles
Mayor
Date: _____

ATTEST:

Shannon Carmack
City Clerk

CITY OF LONE JACK, MISSOURI:

By: _____
Doug Martin
Mayor
Date: _____

ATTEST:

Rick Childers
City Clerk

CITY OF BUCKNER, MISSOURI:

By: _____
Dan Hickson
Mayor
Date: _____

ATTEST:

Cathy Smith
City Clerk

CITY OF OAK GROVE, MISSOURI:

By: _____
Jeremy Martin
Mayor
Date: _____

ATTEST:

CITY OF SUGAR CREEK, MISSOURI:

Jana Olivarez-Dickerson
City Clerk

By: _____
Chris Soule
Chief of Police
Date: _____

ATTEST:

CITY OF BLUE SPRINGS, MISSOURI:

Sheryl Morgan
City Clerk

By: _____
Carson Ross
Mayor
Date: _____

ATTEST:

CITY OF GRANDVIEW, MISSOURI:

Becky Schimmel
City Clerk

By: _____
Leonard D. Jones, Jr.
Mayor
Date: _____

ATTEST:

CITY OF INDEPENDENCE, MISSOURI:

Sarah Carnes-Lemp
City Clerk

By: _____
Eileen Weir
Mayor

ATTEST:

CITY OF LEE'S SUMMIT, MISSOURI:

Denise Chisum
City Clerk

By: _____
Randy Rhoads
Mayor
Date: _____

ATTEST:

CITY OF RAYTOWN, MISSOURI:

Theresa Hernry
City Clerk

By: _____
Mike McDonough
Mayor
Date: _____

ATTEST:

JACKSON COUNTY, MISSOURI:

Mary Jo Spino
Clerk of the Legislature

By: _____
Frank White, Jr.
County Executive
Date: _____

ATTEST:

**JACKSON COUNTY, MISSOURI
SHERIFF'S OFFICE:**

Mary Jo Spino
Clerk of the Legislature

By: _____
Mike Sharp
Sheriff
Date: _____

MISSOURI STATE HIGHWAY PATROL:

By: _____
Colonel Sandra K. Karsten
Superintendent
Date: _____