

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing section 5534., Jackson County Code, 1984, relating to weapons offenses and enacting one new section relating to the same subject, with a penalty provision.

ORDINANCE NO. 4639, July 14, 2014

INTRODUCED BY Greg Grounds, County Legislator

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Section 5534., Jackson County Code, 1984, is hereby repealed, and one new section enacted in lieu thereof, to be known as section 5534., to read as follows:

5534. Weapons Offenses.

For the purposes of this chapter, the following terms shall be defined as follows:

a. Blackjack/Martial Arts Instrument.

Any instrument that is designed or adapted for the purpose of stunning or inflicting physical injury by striking a person, and which is readily capable of lethal use, i.e. numchucks, throwing stars, slapper, blackjack, etc.

b. Firearm.

Any weapon that is designed or adapted to expel a projectile by the action of an explosive.

c. Gas Gun.

Any gas ejection device, weapon, cartridge, container, or contrivance, other than a gas bomb, that is designed or adapted for the purpose of ejecting any poison gas that will cause death or serious physical injury, but not any device that ejects a repellant or temporary incapacitating substance.

d. Knife.

Any dagger, dirk, stiletto, or bladed hand instrument that is readily capable of inflicting serious physical injury or death by cutting or stabbing a person. For purposes of this chapter, "knife" does not include any ordinary pocket knife with a blade less than four inches in length.

e. Knuckles.

Any instrument that consists of finger ring(s) or guard(s) made of a hard substance that is designed, adapted, or used for the purpose of inflicting serious physical injury or death by striking a person with a fist enclosed in the knuckles.

f. Projectile Weapon.

Any bow, crossbow, pellet gun, slingshot, or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

g. Stun Gun/Taser.

Any portable device or weapon that produces an electric current impulse, wave, or beam capable of temporarily incapacitating, injuring, or killing a human being.

h. Switchblade/Butterfly Knife.

Any knife which has a blade that folds or closes into the handle or sheath, and which:

- (1) Opens automatically by pressure applied to a button or other device located on the handle; or
- (2) Opens or releases from the handle or sheath by the force of gravity or by the application of centrifugal force.

5534.1 Carrying a Concealed Weapons.

No person shall carry concealed upon or about his person any firearm, blackjack, martial arts instrument, knuckles, knife, projectile weapon, gas gun, switchblade or butterfly knife, or any other weapon readily capable of lethal use. This subsection shall not apply to any person who has a valid concealed carry endorsement issued pursuant to § 571.101, RSMo, or a valid permit or endorsement to carry concealed firearms issued by another state or political subdivision of another state, with regard to the carrying of the type of firearm specified in the endorsement or permit.

5534.2 Unlawful Use of Weapons.

No person shall:

- a. Possess or discharge a firearm or projectile weapon while intoxicated;
- b. Discharge a firearm or projectile weapon in a careless or reckless manner; or
- c. Discharge a firearm or projectile weapon[:
 - (1) Anywhere within the area described as the "Urban Development Tier" in the Jackson County Master Plan "Strategy for the Future," dated January 1994, as amended; or
 - (2)]in a manner so as to allow a projectile to travel beyond the boundaries of the tract of real property from which it was fired onto another tract not under common ownership.

[This subsection 5534.2.c shall not apply to any otherwise lawful activity taking place on the grounds of a firing range or gun club as permitted under section 24005.9 of this code or under the duly enacted ordinances of any competent municipal authority within Jackson County.]

5534.3 Weapons on Public Property.

No person shall carry any firearm, blackjack, martial arts instrument, knuckles, knife, projectile weapon, gas gun, switchblade or butterfly knife, stun gun or taser, or any other weapon readily capable of lethal use onto any property belonging to or leased by the county. This subsection shall not apply to any

person who has a valid concealed carry endorsement issued pursuant to § 571.101, RSMo, or a valid permit or endorsement to carry concealed firearms issued by another state or political subdivision of another state, with regard to the carrying of the type of firearm specified in the endorsement or permit.

5534.4 Firearms in County Buildings.

a. No person who has been issued a concealed carry endorsement by the Missouri director of revenue under § 571.101, RSMo, or who has been issued a valid permit or endorsement to carry concealed firearms issued by another state or political subdivision of another state, shall, by authority of that endorsement or permit, be allowed to carry a concealed firearm or to openly carry a firearm, in any building or portion of a building owned, leased, or controlled by the county.

b. Signs shall be posted at each entrance of a building entirely owned, leased or controlled by the county stating that carrying of firearms is prohibited. Where the county owns, leases, or controls only a portion of a building, signs shall be posted at each entrance to that portion of the building stating that carrying of firearms is prohibited.

c. This subsection shall not apply to buildings used for public housing by private persons, highways or rest areas, firing ranges, or private dwellings owned, leased, or controlled by the county.

d. Any person violating this subsection may be denied entrance to the building or ordered to leave the building. Any person violating this subsection who refuses to leave a county building after being ordered to do so may be punished pursuant to § 571.107.2, RSMo. Any county employee violating this subsection may be disciplined in accordance with the county's personnel rules.

e. No person who has been issued a certificate of qualification which allows the person to carry a concealed firearm before the director of revenue begins issuing concealed carry endorsements in July 2004, shall, by authority of that certificate, be allowed to carry a concealed firearm or to openly carry a firearm in any building or portion of a building owned, leased, or controlled by the county.

5534.5 Law Enforcement Officers - Exception.

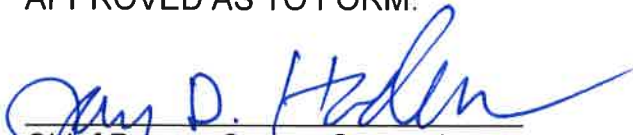
Nothing in this section shall apply to any legally qualified United States, state, county or municipal peace officer, as defined by section 571.030, RSMo, so as to

prevent such officer from carrying or wearing these weapons as may be necessary in the proper discharge of his duties.

Section B. Penalty Provision. Any violation of this Ordinance shall be punishable pursuant to section 5520., Jackson County Code, 1984.

Effective Date: This Ordinance shall be effective immediately upon its passage by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4639 introduced on July 14, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4639.

Date

Michael D. Sanders, County Executive

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Cooperative Agreement with the Fort Osage School District for one deputy to serve as the School Resource Officer at the Fort Osage High School, for a fee of \$75,251.58 payable to the County.

RESOLUTION NO. 18564, July 14, 2014

INTRODUCED BY Dennis Waits and Greg Grounds, County Legislators

WHEREAS, the Jackson County Sheriff's Office desires to renew its cooperative agreement with the Fort Osage School District, whereby the Sheriff's Office shall provide one deputy to serve as the School Resource Officer at the Fort Osage High School; and,

WHEREAS, the Fort Osage School District shall reimburse the County for the services rendered by the School Resource Officer in the yearly amount of \$75,251.58 for the period of July 1, 2014, through June 30, 2015; 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 cooperative agreement with the Fort Osage School District.

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. 18564 of July 14, 2014, was duly passed on _____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

REQUEST FOR LEGISLATIVE ACTION

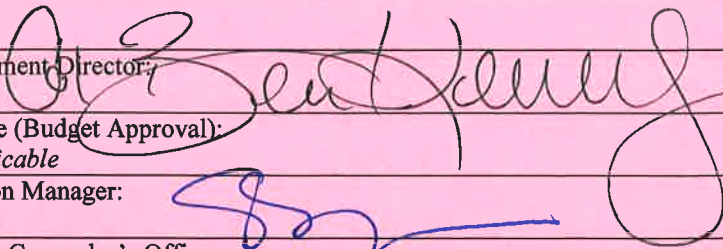

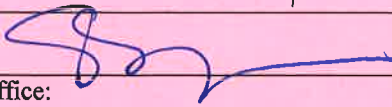
Completed by County Counselor's Office:

Res/Ord No.: 18564

Sponsor(s): Dennis Waits and Greg Grounds

Date: July 14, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution to authorize the Jackson County Executive to execute a Cooperative Agreement with the Fort Osage School District for a School Resource Officer at the Fort Osage High School.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input checked="" type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):</p> <p>Prior resolutions and (date): 17370 09/20/2010; 17612 06/20/2011; 17957 09/04/2012; 18237 08/12/2013</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Sgt. Dale L. Covey 816.524.4302 (ext.72218)</p>										
<p>REQUEST SUMMARY</p>	<p>Authorize the Jackson County Executive to execute a Cooperative Agreement eith the Fort Osage School District to fund the salary and equipment of the School Resource Officer in the Fort Osage High School. The term of the contract is July 1, 2014 through June 30, 2015.</p> <p>This will be an on-going Agreement until one of the party's wish to discontinue it.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS		
REVIEW	Department Director: 	Date: 
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: 	Date: 7/7/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

SCHOOL RESOURCE OFFICER COOPERATIVE AGREEMENT

WHEREAS, JACKSON COUNTY, MISSOURI (hereinafter “County”) and the **FORT OSAGE R-1 SCHOOL DISTRICT** (hereinafter “District”) mutually desire to enter into an Agreement whereby the **OFFICE OF THE SHERIFF OF JACKSON COUNTY, MISSOURI** (hereinafter “Sheriff”) will provide and manage a **School Resource Officer** (hereinafter “SRO”) program in the District, and whereas the parties further desire to set forth the specific terms and conditions of the services to be performed and provided:

NOW THEREFORE, the parties hereto agree as follows:

I. Term of Agreement

A. The term of this Agreement commences on July 1, 2014 and ends on June 30, 2015.

II. Employment and Assignment of SRO

A. The Sheriff agrees to employ one SRO. The SRO shall be an employee of the Sheriff and shall be subject to the administration, supervision, and control of the Sheriff and Jackson County, except as such administration, supervision and control are subject to terms and conditions of this Agreement..

B. The Sheriff agrees to provide and to pay the SRO’s salary and employment benefits in accordance with the applicable salary schedules and employment practices of the County, including but not limited to: sick leave, annual leave, retirement compensation, disability, salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the County and the Sheriff except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

C. The Sheriff, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. However, the Sheriff will consider any reasonable request of the District to replace the SRO.

D. The SRO shall be assigned to the District by the Sheriff and within the District at the discretion of the Superintendent of Schools or his designee. Specific assignment of duties within the District shall be made by the Superintendent of Schools or his designee.

E. In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the Sheriff’s Office and the principal or the principal’s office of the school to which the SRO is assigned.

F. While assigned to the District, the SRO will adhere to its policies, regulations and procedures.

III. Supplies and Equipment

- A. The Sheriff agrees to provide the SRO with the following:
 - 1. Standard uniform and uniform accessories;
 - 2. A standard patrol vehicle for which the Sheriff agrees to:
 - a. Provide all necessary maintenance;
 - b. Pay for gasoline, oil, replacement tires and other expenses associated with its operation;
 - c. Purchase and maintain comprehensive general auto liability insurance in an amount not less than coverage recommended by the Risk Manager for the County; and,
 - d. A standard issue pistol and rounds of ammunition.
- B. The District agrees to provide the SRO with the following:
 - 1. The usual and customary office supplies and forms required in the performance of duties; and,
 - 2. A private office within the school, accessible by the students.

IV. Payment

- A. District agrees to pay the County the yearly amount of \$75,281.58 for services rendered by the SRO.
- B. Payment shall be made in twelve equal monthly installments in the amount of \$6,273.47. Said payment shall be made in the month following the month in which services were rendered, within five (5) days of District's receipt of Sheriff's monthly invoice, beginning August 2014. For any payment not received by the County as required by this Agreement, after providing written notice to the District, the Sheriff shall have the authority to remove the SRO from service for that month until payment is received.

V. Sovereign Immunity

Nothing in this Agreement shall be construed as a waiver of any governmental immunity including sovereign immunity or official immunity available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

VI. Goals and Objectives

- A. It is understood and agreed that the County officials share the following goals and objectives with regard to the SRO Program in the schools:
1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
 2. To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events, concerns, etc.;
 3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 4. To report serious crimes which occur on campus and to cooperate with the law enforcement officials in their investigations;
 5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and,
 6. To provide traffic control at schools when deemed necessary for the safety and protection of students and the general public.

VII. Duty Hours

- A. The maximum number of hours that a SRO shall be on duty in a calendar week shall be 60 hours, and the minimum shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the District, at the direction of the school principal of the school to which the officer is assigned, and the Sheriff, by the officer in charge of the SRO Program.
- B. The SRO shall be on duty at his/her respective school from 7:00 a.m. until 3:15 p.m. unless modified by the mutual agreement between the Sheriff and the District. The remainder of the deputy's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.
- C. It is understood and agreed that time spent by an SRO attending juvenile court and/or criminal cases arising from and/or out of his/her employment as a SRO shall be considered as hours worked under this Agreement.
- D. If, in the event of an emergency, the SRO is ordered by the Sheriff to leave his/her school duty station during normal duty hours as described above and to perform other services for the Sheriff, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the County shall be reduced by the number of hours of SRO service not provided to the District, or the hours shall be made up in a manner determined by the mutual agreement of the parties.

VIII. Basic Qualifications for a School Resource Officer (SRO)

- A. To be a SRO, a deputy must first meet all of the following basic qualifications:
1. Shall be a commissioned deputy and should have at least two years of law enforcement experience;
 2. Shall possess a sufficient knowledge of the applicable Federal and State laws, County ordinances, and Board of Education policies and regulations;
 3. Shall be capable of conducting in-depth criminal investigations;
 4. Shall possess even temperament and set a good example for students; and,
 5. Shall possess communication skills that would enable the deputy to function effectively within the school environment.

IX. Duties of a School Resource Officers (SRO)

- A. The duties of the SRO shall include the following:
1. To protect lives and property for the citizens and public school students of the District;
 2. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
 3. To investigate criminal activity committed on or adjacent to school property;
 4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
 5. To answer questions and conduct classroom presentations for students in the law-related education field;
 6. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
 7. To provide security for special events or functions, such as sporting events, PTA meetings, etc., at the request of the principal or the security specialist; and,
 8. To provide traffic control during the arrival and departure of students on an as-needed basis, as determined by law enforcement personnel.
 9. The SRO shall obtain approval from the school's principal or his/her designee before making contact with a student regarding any investigation.

10. The SRO shall insure that the principal or his/her designee is present whenever the SRO speaks with a student in the course of an investigation.

X. Chain of Command

- A. As an employee of the Sheriff, the SRO shall follow the chain of command as set forth in the Sheriff's Policies and Procedures Manual.
- B. In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principal's designee of the school to which he/she is assigned.

XI. Training/Briefing

- A. The SRO shall be required by the Sheriff to attend periodic training and briefing sessions. These sessions will be held at the direction of the Sheriff. Briefing sessions will be conducted to provide for the exchange of information between the Sheriff and the SRO.
- B. Training sessions will be conducted to provide the SRO with appropriate in-service training such as updates in the law and in-service firearms training. The District also may provide training in Board of Education Policies, regulations and procedures.
- C. Quarterly meetings between the Fort Osage School District and the Jackson County Sheriff's Office will be conducted for the purpose of the exchange and update of information.

XII. Dress Code

- A. The SRO shall be required to wear uniforms approved by the Sheriff.

XIII. Transporting Students

- A. The SRO shall not transport any student in a Sheriff's vehicle except when:
 1. The student is a victim of a crime, under arrest, or some other emergency circumstances exist; or,
 2. The student is suspended and sent home from school pursuant to school disciplinary action AND the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence on campus to be a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor; or,
- B. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee to accompany the deputy in the vehicle.

- C. If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student, and the SRO may accompany the school official in transporting the student.
- D. A student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported.
- E. The SRO shall notify the school principal before removing a student from campus.
- F. The SRO shall not transport students in his/her personal vehicle.

XIV. Investigations of Crimes Committed on School Grounds or at a School Function

- A. The SRO shall investigate crimes committed on school grounds or at a school function in accordance with Board of Education policies, regulations and administrative procedures established by the District.

XV. Investigations of Crimes Committed Off Campus

- A. Crimes committed at school bus stops or while students are walking to and from school.
 - 1. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are walking to and from school.
- B. Other crimes committed off campus.
 - 1. The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school.
 - 2. The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation.
 - 3. The SRO and other law enforcement officials may interview students (suspects and witnesses) at school during school hours, provided items 1 and 2 of this section have been adhered to.
 - 4. Parental consent is not required to interview a witness or victim; however, the SRO or investigating officer shall make a reasonable effort to notify the student's parent(s) or guardian(s) to make them aware of the interview unless the student has reached the age of 18.

5. The SRO or investigating officer shall notify a suspect's parent(s) or guardian(s) prior to an interview to offer them the opportunity to be present during the questioning unless the student has reached the age of 18.
6. When law enforcement officials find it is necessary to question students during the school day or periods of extra-curricular activities, the school principal or designee will be present and the interview will be conducted in private.

XVI. Emergencies/Crisis Management

- A. The SRO shall participate in the Emergency Preparedness Planning Teams at the building and district levels. Such participation may include the attendance of meetings out of District as assigned by the District.
- B. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of emergencies and for crisis management..

XVII. Controlled Substances

- A. School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.
- B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- C. If there is probable cause to believe that a student or any person has sold or is selling controlled substances at or near a school, the SRO shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be at the discretion of the SRO and the Jackson County Juvenile Officer.

XVIII. Access to Education Records

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information, such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records, except in accordance with Board of Education Policy and Regulations.
- B. If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety.
 1. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the SRO's official policy report.

- C. If confidential student record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

XIX. Evaluation

- A. It is mutually agreed that the District and Sheriff shall jointly evaluate annually the SRO Program and the performance of the SRO on forms mutually agreed to by the District and Sheriff.

XX. Termination

- A. District or County may terminate this Agreement at any time by giving 60 days notice, in writing, to the other party. If the Agreement is terminated by the District under this paragraph, the County will be paid for all services associated with the Agreement, up to and including date of termination.

XXI. Modification

- A. This Agreement shall not be amended, modified, or cancelled without the written consent of all parties to this Agreement.

XXII. Assignment

- A. This Agreement, or any part thereof, shall not be assigned without the prior written consent of the parties. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

XXIII. Waiver

- A. Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

XXIV. Severability

- A. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule or law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

XXV. Incorporation

- A. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed on this _____ day of _____, 2014.

JACKSON COUNTY, MISSOURI

Michael D. Sanders
Jackson County Executive

Mike Sharp
Jackson County Sheriff

ATTEST:

APPROVED AS TO FORM:

Mary Jo Spino
Clerk of the Legislature

W. Stephen Nixon
County Counselor

FORT OSAGE R-1 SCHOOL DISTRICT

ATTEST:

School Board President

School Board Secretary

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION nominating candidates for appointment to the Jackson County Sports Complex Authority, for a term to expire July 15, 2015.

RESOLUTION NO. 18565, July 14, 2014

INTRODUCED BY Dan Tarwater, County Legislator

WHEREAS, the term of Gerald Winship as a member of the Jackson County Sports Complex Authority expires July 15, 2014, and this will result in a vacancy on the authority; and,

WHEREAS, pursuant to §64.930, RSMo 2000, and case law construing said section, in the event a vacancy exists, a panel of three nominees shall be submitted by majority vote of the County Legislature to the governor for appointment; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following nominees shall be submitted to the governor for his consideration for final appointment to fill the vacancy on the Jackson County Sports Complex Authority occasioned by the expiration of the term of Gerald Winship, for a new term to expire July 15, 2019.

A. _____

B. _____

C. _____

and,

BE IT FURTHER RESOLVED that the Clerk of the Legislature be and hereby is directed to submit this panel to the governor by providing him a true and correct copy hereof.

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. 18565) of July 14, 2014, was duly passed on _____, 2013 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature