

Eq 6/9/10

INTERGOVERNMENTAL AGREEMENT
BETWEEN
JACKSON COUNTY, MISSOURI,
AND
CITY OF LEE'S SUMMIT, MISSOURI

THIS AGREEMENT is made as of this 13th day of May, 2010, by and between JACKSON COUNTY, MISSOURI, through its County Executive, (the "County"), and the CITY OF LEE'S SUMMIT, MISSOURI (the "City"), through its City Manager.

WHEREAS, the City is desirous of having the Sheriff of Jackson County, Missouri provide additional law enforcement presence in specific areas of the City adjoining the unincorporated areas of Jackson County, in other specific areas of the City traveled by Sheriff's Deputies while performing their official duties and in providing additional assistance at sobriety checkpoints established by the City's police department;

WHEREAS, the County through its duly elected Sheriff has the resources and manpower to provide additional law enforcement presence in the aforementioned areas;

WHEREAS, it is in the best interests of the citizens of the City and the County to have an increased level of law enforcement presence and patrols to provide an enhanced level of public safety in the areas of the City including major arterials and residential connector streets, such being defined as those streets that serve the highest traffic volume corridors and longest trips and those that collect traffic to and from residential areas and distributes it to arterials (see map at www.cityofls.net);

FILED

JUN 08 2010

MARY JO SPINO
COUNTY CLERK

WHEREAS, the City is authorized to enter into this Agreement by the City of Lee's Summit Charter and RSMo 70.220, and the County is authorized to enter into this Agreement pursuant to RSMo §70.220 and Chapter 52 of the Jackson County Code;

WHEREAS, the City Council authorized its City Manager to execute this Agreement in Ordinance No. 6916, adopted on April 8, 2010; and

WHEREAS, the Jackson County, Missouri Legislature authorized its County Executive to execute this Agreement in Resolution No. 17167, adopted on February 8, 2010;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the County and City agree as follows:

1. The Sheriff of Jackson County, Missouri will provide additional law enforcement presence in the areas of the City adjoining the unincorporated areas of the County limited to the City's arterial and collector streets, in areas of the City traveled by Sheriff's Deputies while performing their official duties and by providing additional assistance at sobriety checkpoints established by the City police department. In addition, the Sheriff's Deputies may respond to requests for assistance by the City's Officer's in the City's subdivisions. The Sheriff of Jackson County, Missouri and the Chief of Police for the City must mutually agree on the location of any DWI checkpoints within the City to be manned by Sheriff's Deputies.

2. The Sheriff of Jackson County, Missouri shall continue to provide backup assistance when so requested by the City and in the areas specified in Section 1 above.

3. The Sheriff of Jackson County, by and through his duly appointed deputies, shall have the authority pursuant to this agreement to enforce County ordinances relating to petty offenses and traffic regulation within the corporate limits of the City.

4. Sheriff's Deputies may issue citations for violations of applicable County petty offenses and traffic ordinances occurring within the City's corporate limits, which violations may be enforced in the same manner as other County petty offense and traffic ordinance violations.

5. Any change or modification to this Agreement shall be accomplished only in writing by the County and the City after approval and adoption of Resolution or Ordinance.

6. This Agreement, or any part thereof, cannot be assigned.

7. This Agreement can be terminated by either party to this Agreement by written notice to the other party to this Agreement. Any such termination shall be effective at the end of the tenth (10th) calendar day following the date of completed delivery of the termination notice, as set out below, upon the other party.

8. The City and the County are acting hereunder as independent contractors and not as agents or employees of each other. No employee, official or agent of either the City or the County shall represent or otherwise hold itself/himself/herself out to be an agent, official or employee of the other.

9. All written notices required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice is required by law and such law provides a different

form of delivery or service. Any such notice or demand served personally shall be delivered to the party being served (provided such notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Any notice to the County shall be addressed to:

Sheriff of Jackson County, Missouri

3310 N.E. Rennau

Lee's Summit City, MO 64064

With a copy to:

County Executive
Jackson County Courthouse, 2nd Floor
415 East 12th Street
Kansas City, MO 64106

With a copy to:

County Counselor
Jackson County Courthouse, 2nd Floor
415 East 12th Street
Kansas City, MO 64106

Any notice to the City shall be addressed to:

City Manager
City of Lee's Summit, MO
220 SE Green Street

Lee's Summit, MO 64063

With a copy to:

Chief of Police
City of Lee's Summit, MO
10 NE Tudor Rd.

Lee's Summit, MO 64086

10. This Agreement is the sole and exclusive agreement of the parties hereto, and this Agreement supersedes any and all agreements, oral or in writing, between the County and the City on this matter.

11. 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, or breach by the 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.

12. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of any of the other provisions of this Agreement shall not be affected thereby.

13. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either party to this Agreement.

14. This Agreement shall not be effective until approved and authorized by an Ordinance or Resolution of the governing bodies. The undersigned represent that they each have the authority and capacity from their respective legislative or governing bodies to execute this Agreement.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the City and the County have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

CITY OF LEE'S SUMMIT, MISSOURI

JACKSON COUNTY, MISSOURI

By *Randall L. Rhoad*
City Manager Mayor

By *Michael D. Sanders*
Michael D. Sanders, County Executive

APPROVED AS TO FORM :

APPROVED AS TO FORM AND LEGALITY:

By *[Signature]*
City Attorney
Counselor

By *[Signature]*
William G. Snyder, Acting County

ATTEST:

By *[Signature]*
City Clerk

By *Mary Jo Spino*
Mary Jo Spino, Clerk of the Legislature