

## AGREEMENT

This is an agreement between the Missouri Sheriffs' Association Training Academy, a Division of the Missouri Sheriffs' Association, and the **JACKSON** County Sheriff's Office.

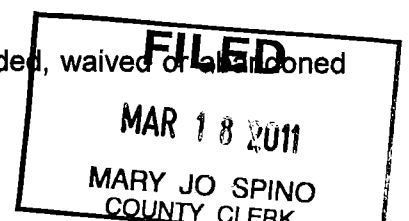
WHEREAS, the **JACKSON** County has collected the additional \$1.00 under Section 488.5336 of the Revised Statutes of Missouri assessed as costs to be forwarded to the State Treasurer to the credit of the Peace Officer Standards and Training (POST) Commission funds created in 590.178, and

WHEREAS, the Missouri Sheriffs' Association Training Academy has been approved by POST to provide training programs for law enforcement officers and/or personnel; and

WHEREAS, both parties deem it to be to their mutual benefit to set forth in writing the conditions of the Training Academy's provision and the **JACKSON** County Sheriff's Office use of these continuing education, and in-service law enforcement training programs;

NOW THEREFORE, in consideration of the above premises, it is agreed by the parties:

1. The term of this agreement shall begin as of the 1st day of January, 2011, and terminate on the 31st day of December, 2011.
2. The Missouri Sheriffs' Association Training Academy will provide to the **JACKSON** County Sheriff's Office all of the training listed in the attached Policy and Procedures attachment.
3. The Missouri Sheriffs' Association Training Academy will keep all documents required of the Office of Public Safety and POST Commission as a provider of continuing education;
4. The **JACKSON** County Sheriff's Office will turn over the funds received annually from the POST Continuing Education Fund or \$500.00, whichever amount is greater, to the Missouri Sheriffs' Association Training Academy to cover the cost of this continuing education training;
5. The Missouri Sheriffs' Association Training Academy shall retain complete control over the content of the training, the continuing education programs, and the instructors for that training;
6. The Missouri Sheriffs' Association Training Academy shall retain the right to determine the minimum and maximum enrollment levels for each particular training or continuing education program;
7. The Missouri Sheriffs' Association Training Academy reserves the right to cancel any particular program because of minimal enrollment. The Missouri Sheriffs' Association Training Academy will make reasonable effort to provide the **JACKSON** County Sheriff's Office a notice of cancellation within five (5) working days preceding the scheduled beginning of the program;
8. All programs provided under this agreement shall be held at such location as determined by the Missouri Sheriffs' Association Training Academy;
9. The Missouri Sheriffs' Association Training Academy shall arrange for immediate care in the case of illness or accident of program participants, but the Academy shall not be responsible for any cost involved in that care or for any follow-up care or hospitalization;
10. Some training or continuing education programs may involve rigorous physical activity or training; the **JACKSON** County Sheriff's Office agrees to take reasonable steps to assure that its personnel or officers who might be participating in these programs are in suitable condition or health to allow their safe participation in such programs;
11. None of the terms or conditions in this agreement shall be altered, amended, waived or abandoned except upon written agreement between both parties;



12. The JACKSON County Sheriff's Office will not discriminate against any officers or personnel because of race, color, creed, religion, sex, national origin, handicap or age in making the programs provided under the terms of this agreement available;

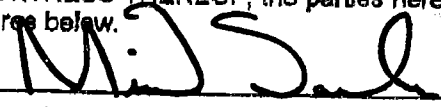
13. This agreement sets forth the entire understanding of the parties in relation to the subject matter described above;

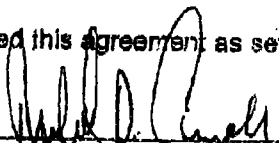
14. This agreement shall be binding on both parties and their successors and assigns;

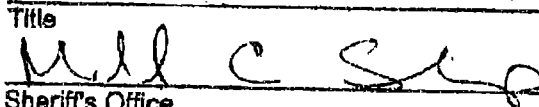
15. This agreement shall be deemed to have been entered into under the laws of the state of Missouri and shall be governed and determined according to the laws of this state;

16. No member individually or collectively of the Missouri Sheriffs' Association and/or the Missouri Sheriffs' Association Training Academy incurs or assumes any individual personal liability by the execution of this agreement or by the default of the Missouri Sheriffs' Association Training Academy in the performance of any of the terms of this agreement. Any and all liability of the Missouri Sheriffs' Association and/or the Missouri Sheriffs' Association Training Academy as such is hereby released by the JACKSON County Sheriff's Office as a condition of and consideration of the execution of this contract, and the JACKSON County Sheriff's Office agrees to hold the Missouri Sheriffs' Association, the Missouri Sheriffs' Association Training Academy and its employees harmless for their acts under this agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement as set forth by their respective signatures below.

  
by \_\_\_\_\_  
Michael D. Sanders  
JACKSON COUNTY EXECUTIVE

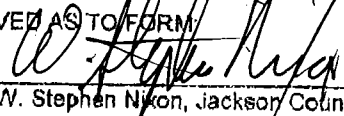
  
by Training Director


Title \_\_\_\_\_  
  
Sheriff's Office

Missouri Sheriffs' Association Training Academy,  
a Division of the Missouri Sheriffs' Association

3-1-11  
Date

3-9-2011  
Date

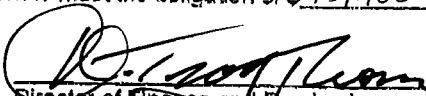
APPROVED AS TO FORM  
By   
W. Stephen Nixon, Jackson County Counselor

ATTEST:  
By   
Mary Jo Spino, Clerk of the Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 15,403 which is hereby authorized.

March 14, 2011  
Date

  
Director of Finance and Purchasing  
Account No. 028-4201-56750

42012011001

# **MISSOURI SHERIFFS' ASSOCIATION TRAINING ACADEMY CONTINUING EDUCATION CONTRACT POLICY & PROCEDURES**

**Contract attachment**

Chapter 590.178 RSMo created the "Peace Officer Standards and Training Commission Fund". This statute states that the peace officer standards and training (POST) commission fund shall be administered by the POST commission. Money from this fund is to be used solely for the training required as provided in sections 590.100 to 590.180, or for additional training for peace officers or for training for other law enforcement employees appointed by the county or municipality as approved by the POST Commission. All interest earned upon moneys in the fund shall be credited to the POST commission fund. In addition the provisions of section 33.080, RSMo, to the contrary notwithstanding, moneys in the POST fund shall not be transferred and placed to the credit of the general revenue fund. Any person who purposely violates any provisions of this chapter shall be guilty of a class B misdemeanor.

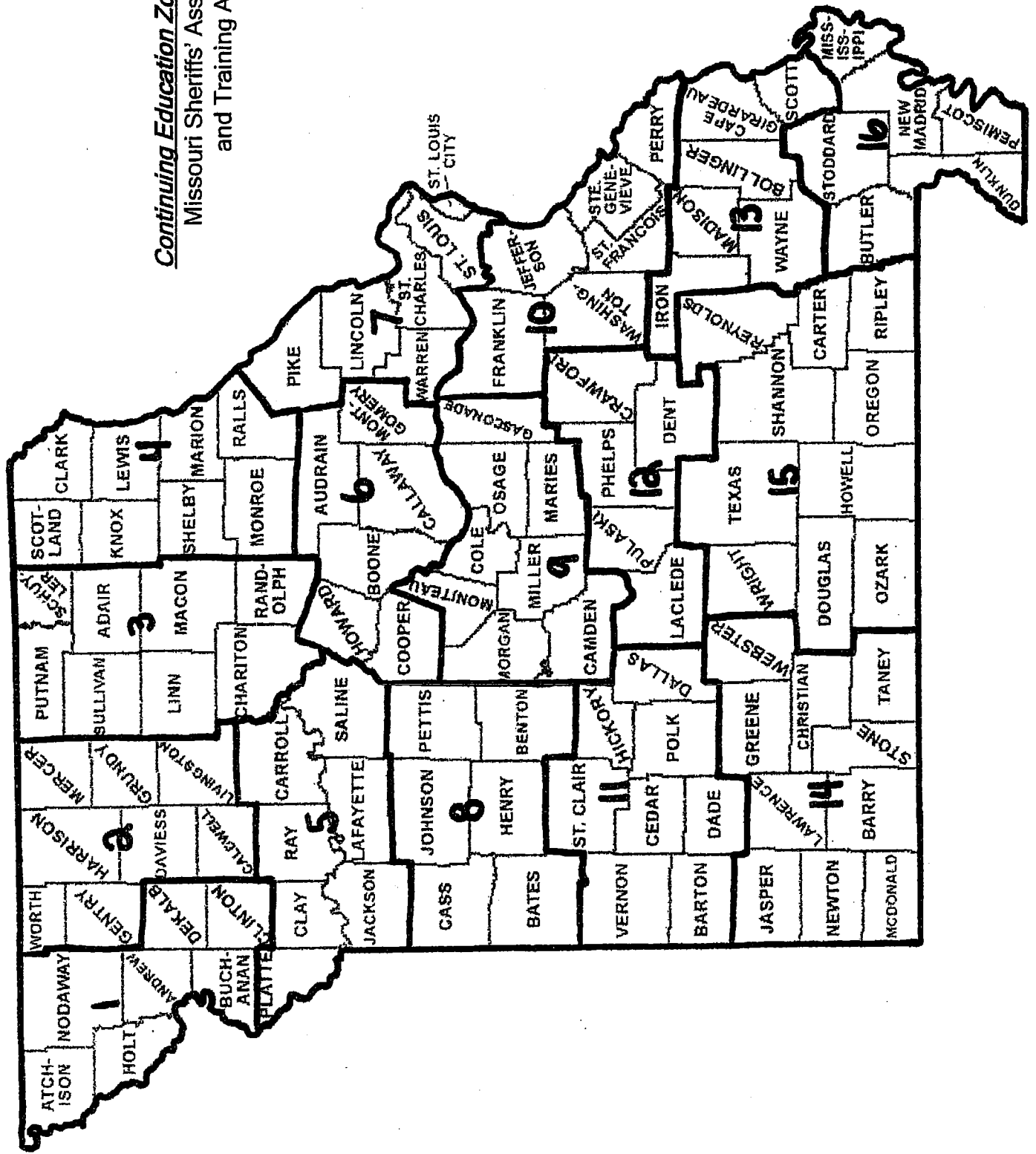
Title 11 –Department of Public Safety 11 CSR 75-16.010 POST Commission Fund outlines that a county or municipality may participate in POST Commission fund by assessing a \$1.00 surcharge in each criminal case pursuant to section RSMo 488.5336. The funds are subsequently distributed in accordance with paragraph (2) of this chapter and must only be used for continuing law enforcement training per paragraph (3) of this chapter.

Any law enforcement agency that contracts with the Missouri Sheriffs Association training Academy (MSATA) will be provided the following:

1. Agencies will be guaranteed at least 16 hours of continuing education (CE) in their zone each year. (Zone map attached).
2. The MSATA will underwrite all approved in-house training conducted by the contracted agencies.
3. Agencies will have access to all on-line training, with the exception of on line specialty classes.
4. Agencies will receive a monthly list of CE courses offered statewide.
5. In addition to the above agencies will receive the following classes held in Jefferson City as part of the contract, Instructor Development Course, Report Writing Instructor Course, Basic Supervisor's Course, Court Security Course, and all PPCT Instructor Courses.

Agencies that contract with the MSATA agree to the provisions outlined in the individual agencies contract (contract example attached) and will assist the MSATA when practical with putting on CE classes. The duration of the contract will coincide with the POST CE reporting period.

Continuing Education Zone Map  
 Missouri Sheriffs' Association  
 and Training Academy





**Jackson County Sheriff's Office  
Property Release and Waiver**

Case #: \_\_\_\_\_

Released to: Jackson County Finance Dept.	Address: 415 E. 12 <sup>th</sup> Street, Kansas City, Missouri 64106
----------------------------------------------	-------------------------------------------------------------------------

Released by: Sheriff Mike Sharp	Date Released: <i>12/6/10</i>	Release Ordered by: Sheriff Mike Sharp
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Description of Property Released:

Deposit the 2010 Peace Officer Standards and Training (POST) Commission Fund Distribution Check, in the amount of \$15,402.77, check #A5295992 into the Sheriff's Office Training Fund Account # 628-4201-56750. The money from POST cannot be used for any purpose other than to pay the cost of Continuing Education Law Enforcement Education training. And cannot be used to supplant or replace funds that would in absence of the fund be used for training.

The undersigned hereby acknowledges to have received from the Sheriff of Jackson County the above described property. In consideration of the delivery of said property, the undersigned does hereby agree to protect and save harmless the said Sheriff of Jackson County against any claim of loss, expense, damage and injuries whatsoever.

Signature: *J. R. [unclear]* *12/17/10* Witness: *[Signature]*

JEREMIAH W. (JAY) NIXON  
Governor



Truman Building, Room 870  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65102-0749  
Telephone: 573-751-4905  
FAX: 573-751-5399  
Internet Address:  
<http://www.dps.mo.gov>

JOHN M. BRITT  
Director

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

September 30, 2010

Dear Chief/Sheriff,

Enclosed you will find the 2010 Peace Officer Standards and Training (POST) Commission Fund distribution check. Law enforcement agencies contributing less than \$500 will receive a distribution of exactly \$500. All law enforcement agencies contributing more than \$500 will receive a percentage of their contribution, to be determined pursuant to 11 CSR 75-16.010(2). This year's percentage for those over \$500 agencies is 93.45%.

Some municipal law enforcement agencies do not have a municipal court and must use the associate circuit court for municipal violations. Therefore, you may need to disburse a portion of this check to the appropriate municipal treasurer. However, if these municipal law enforcement agencies were identified with contributions during the course of the fiscal year, they will automatically receive a separate check.

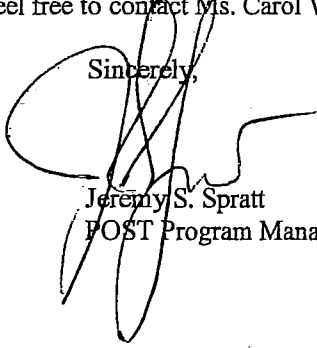
POST Commission Training Funds may not be used to supplant or replace local funds that would, in absence of the fund, be used for training. Monies from the POST Commission Training Fund cannot be used for any purpose other than to pay the costs of Continuing Education Law Enforcement Education training attended by licensed peace officers, or technical or professional training attended by non-commissioned personnel employed by a law enforcement agency. Monies distributed from the POST Commission Training Fund cannot be used to pay for salaries or training not successfully completed by the trainee.

Since POST Commission Training Fund monies must be used solely for the purposes prescribed within the Code of State Regulations, the Missouri State Auditor's office has recommended that these monies be placed within a new account or clearly accounted for within an existing account.

To be eligible to receive POST Commission training funds, your law enforcement agency must remain in compliance with the following: section 43.505, RSMo, relating to Uniform Crime Reporting; section 590.650, RSMo, relating to Racial Profiling Reporting; section 513.653, RSMo, relating to the audit of federal seizures and the proceeds received there from; section 590.700, RSMo, relating to the adoption of a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in this section; and section 577.005, RSMo, relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses.

If you have questions or concerns, please feel free to contact Ms. Carol Willhite at (573) 522-9576.

Sincerely,

  
Jeremy S. Spratt  
POST Program Manager

THIS CHECK CONTAINS AN ANTI-COUNTERFEIT SECURITY FEATURE

VOID

TREASURER OF THE STATE OF MISSOURI  
JERFERRSON CITY, MISSOURI

Section 50102  
A5295992

IF NOT PRESENTED FOR PAYMENT WITHIN ONE YEAR FROM THE DATE OF ISSUANCE THIS CHECK SHALL BE VOID. MO STATUTE 50.210  
Account Protected Via Positive Pay

COUNTY OF JACKSON-TREASURER

DATE  
09-29-2010

\$ \*\*\*\*\*15,402.77

415 EAST 12TH ST ROOM 100  
KANSAS CITY MO 64106

*Helene D. Simmons*  
COMMISSIONER OF ADMINISTRATION

UWEB®  
St. Joseph, Missouri

*David Sweet*  
STATE TREASURER

⑆ 15295992⑆ ⑆ 101219017⑆ ⑆ 5008011192⑆

Security Features Included Ⓢ Details on back