

CITY OF LEE'S SUMMIT

LAW DEPARTMENT

207 S.W. MARKET
P.O. BOX 1600
LEE'S SUMMIT, MO 64063

DRUG TASK
FORCE
AGREEMENT

AUTHORIZED

City Attorney
CHRISTINE M. TREAT

Assistant City Attorney
JOANNE L. GRAHAM
JOHN R. BULKLEY

August 1, 1997

8/5/97

PLEASE FILE

TO: City Council
RE: Drug enforcement agreement
FROM: John Bulkley *JB*
Assistant City Attorney

This agreement would continue Lee's Summit's participation in the Jackson County Drug Enforcement Task Force.

The task force guides cooperation of law enforcement agencies in Jackson County in investigating and prosecuting offenses involving illegal drugs, funded largely by the seven-year quarter-cent sales tax reapproved in 1996 for the period 1997-2004.

The Lee's Summit Board of Aldermen last approved a similar agreement in 1992. The most significant change in the new agreement is a commitment by Lee's Summit to maintain assignment of three officers to the task force. The previous agreement did not specify a number, but the Lee's Summit Police Department has traditionally assigned three.

The new agreement also requires a commitment of three officers each by Blue Springs, Raytown and Grandview, a commitment of five by the county sheriff's department, and a commitment of seven by Independence.

The chief of police has reviewed the agreement and concurs in my recommendation that the council approve the agreement.

Attached:

- The agreement
- A proposed ordinance approving the agreement and authorizing the chief of police to sit on the task force board of directors
- Copies of 1991 and 1992 resolutions approving predecessor agreements.

BILL NO. 97-93

ORDINANCE NO. 4481

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE "AGREEMENT FOR LAW ENFORCEMENT SERVICES - JACKSON COUNTY DRUG TASK FORCE" BY AND BETWEEN JACKSON COUNTY AND ITS SHERIFF'S DEPARTMENT, CITIES OF JACKSON COUNTY AND THE JACKSON COUNTY DRUG ENFORCEMENT TASK FORCE; AND AUTHORIZING THE POLICE CHIEF TO SERVE ON THE TASK FORCE BOARD OF DIRECTORS.

WHEREAS, the voters of Jackson County, Missouri have reapproved imposition of a sales tax for seven years to fund efforts against illegal drugs; and

WHEREAS, the Jackson County Legislature has appropriated proceeds of the sales tax to the Jackson County Prosecuting Attorney to investigate and prosecute drug and drug related offenses; and

WHEREAS, the Prosecuting Attorney desires to contract with appropriate organizations, such as the Jackson County Drug Enforcement Task Force and cities in the county to carry out this goal; and

WHEREAS, the City of Lee's Summit is committed to fighting illegal drugs in our community by providing police officers to the Drug Task Force for drug enforcement purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Mayor is hereby authorized to execute the Agreement for Law Enforcement Services - Jackson County Drug Task Force by and between Jackson County and its Sheriff's Department, cities of Jackson County and the Jackson County Drug Enforcement Task Force . A copy of said agreement is attached and incorporated herein by reference.

SECTION 2. That the Chief of Police for the City of Lee's Summit is hereby authorized to serve on the Board of Directors of the Jackson County Drug Task Force.

PASSED by the City Council of the City of Lee's Summit, Missouri, this 5th day of August, 1997.



Mayor Karen R. Messerli

ATTEST:



City Clerk Denise R. Chisum

BILL NO. 97-93

ORDINANCE NO. 4481

APPROVED by the Mayor of said city this 5th day of August,
1997.

Karen R. Messerli
Mayor Karen R. Messerli

ATTEST:

Denise R. Chisum
City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Christine M. Treat
City Attorney Christine M. Treat

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

THIS AGREEMENT, is made and entered into as of the 31st day of December, 1997, pursuant to sections 70.210 et seq., 70.815 et seq., and 195.501 et seq., RSMo, by and between the following parties:

The cities of Grain Valley, Greenwood, Lake Lotawana, Lone Jack, Buckner, Oak Grove, Levasy, Sugar Creek, Sibley, Blue Springs, Grandview, Independence, Lee's Summit, and Raytown, all of the State of Missouri, by and through their respective City Councils, as attested to by their respective Mayors and Clerks, which Cities shall collectively hereinafter be referred to as "the Cities," unless otherwise referred to individually;

The Missouri State Highway Patrol;

Jackson County, Missouri, by and through its County Legislature, as attested to by its County Clerk and County Executive, and its Prosecuting Attorney, and its County Sheriff, hereinafter referred to as "the County," and

The Jackson County Drug Task Force, hereinafter referred to as "the Drug Task Force."

RECITALS:

WHEREAS, the voters of Jackson County, Missouri, have heretofore approved extension of a sales tax (COMBAT) for a period beginning April 1, 1997, and ending on March 31, 2004, to provide funding for the efforts against illegal drugs in Jackson County;

and

WHEREAS, chapter 93, Jackson County Code (Ordinance 1941, superseding prior Ordinances 1795 and 1925), adopted by the Jackson County Legislature and approved by the County Executive, provides that each year not less than 50% of the proceeds of this tax shall be appropriated for the purpose of arrest, prosecution, and incarceration of drug and drug related offenses; and

WHEREAS, the Jackson County Drug Task Force is to receive 9.5% of the annual distribution of the Anti-Drug Sales Tax;

WHEREAS, the County desires to contract, subject to approval by the County Legislature, with appropriate organizations to carry out this goal; and

WHEREAS, participation in the Drug Task Force is, pursuant to section 195.501 et seq., RSMo, available to the Missouri municipalities of Blue Springs, Independence, Raytown, Lee's Summit, Grandview, Sugar Creek, Oak Grove, Grain Valley, Buckner, Greenwood, Lake Lotawana, Sibley, Levasy, Lone Jack, the Jackson County Sheriff's Department, and the Missouri State Highway Patrol; and

WHEREAS, of the aforesaid jurisdictions, the Cities which are signatory hereto and the Jackson County Sheriff's Department desire to support the Drug Task Force by providing thereto appropriate necessary law enforcement resources for drug enforcement purposes as set out in Exhibit "A;" and

WHEREAS, it is the intent and desire of the County and its Prosecuting Attorney to contract with the Cities for said purpose and to fund acquisition of said resources from part of the proceeds of said Anti-Drug Sales Tax; and

WHEREAS, it is the mutual desire and intent of the parties that the Drug Task Force

retain its autonomy as a distinct law enforcement agency, made up of personnel and resources of each of the Cities and the Sheriff's Department; and

WHEREAS, it is the mutual intent and desire of the parties that there be a free exchange of information, statistics, and intelligence between the Drug Task Force and the Prosecuting Attorney so as to most effectively coordinate the efforts of the respective parties in the investigation and prosecution of drug related crimes, and to facilitate the reporting of specific measures of progress to the Jackson County Legislature and Executive; and

WHEREAS, the parties mutually acknowledge the desirability and the need for ongoing planning between the Drug Task Force and the Prosecuting Attorney for the development of policies and strategies to carry out the intent of the Anti-Drug Sales Tax;

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

1. TERM

The term of this Agreement shall be for twelve (12) months, commencing as of January 1, 1997, and terminating December 31, 1997. Provided, however, that this Agreement may be terminated by the County upon 90 days' written notice to the other parties' designated representatives. Further, any other party to this Agreement may elect to withdraw from participation in the Drug Task Force upon 90 days' written notice to the other parties' designated representatives.

It is the intent of the parties to renew and extend this Agreement on an annual basis for so long as the sales tax under chapter 93 of the Jackson County Code is in existence.

Accordingly, the Drug Task Force shall submit its annual proposed budget to Prosecuting Attorney and the Jackson County Director of Budget upon written notification from the Prosecuting Attorney, which budget shall be prepared in accordance with the County's usual budget process.

2. APPROPRIATION OF FUNDS AND MAINTENANCE OF ACCOUNTS

During the term of this Agreement, the County shall, subject to annual appropriation, provide funding to the Drug Task Force in an amount not to exceed 9.5% of the annual distribution of the Anti-Drug Sales Tax. In the event there are surplus funds, or grant funds or any other fund generated by the COMBAT tax, the Drugs Task Force shall be eligible to receive an allocation of such funds. All expenditures shall be in accordance with the Drug Task Force's budget for the calendar year 1997 (or the then current year during renewal terms hereof), which budget is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein. The County, through its Budget Department, will process the Drug Task Force billings and payment.

Payment to the Cities in reimbursement of amounts expended pursuant to this Agreement shall be processed in the following manner. Each City shall submit to the Drug Task Force a monthly reconciliation of all funds expended pursuant to this Agreement, classified in accordance with the County's line item account codes; the Drug Task Force shall approve or disapprove same within three (3) business days, and upon approval, shall submit same to the County's Director of Budget, who shall promptly remit payment of same. The Drug Task Force and all participating cities agree to encumber funds by December 15, 1997, and by the same date in subsequent years if this Agreement is renewed.

The parties do hereby mutually agree that all expenditures of funds hereunder shall be in accordance with the policies, rules, regulations, ordinances, and resolutions of the County governing budgeting and financing, including, but not limited to, the County's policies on travel reimbursement and purchasing. All purchasing shall be in accordance with the County's purchasing rules and regulations and shall be only from bidders/vendors who have received certificates of compliance with the County's affirmative action program, as administered by the County's compliance review officer, all in accordance with the Jackson County Code.

In accordance with County policy, all transfers of ten thousand dollars (\$10,000.00) or more between budget accounts set forth in Exhibit A shall be only upon request of the Drug Task Force Board, with the approval of the County Legislature. Transfers of less than ten thousand dollars (\$10,000.00) from one classification to another may be made by the Drug Task Force Board, with notice to the County's Prosecuting Attorney and Director of Budgeting.

3. **DRUG TASK FORCE SERVICES**

The Drug Task Force shall use funds paid hereunder solely for the investigation and prosecution of drug related offenses in accordance with the budget set forth as Exhibit A hereto, including, but not limited to twenty five (25) certified, law enforcement officers, inclusive of the Officer in Charge, and necessary support staff. The Drug Task Force anticipates hiring a chemist by contract year 1997 and this position will be characterized as necessary support staff. The Drug Task Force's expenditures shall not include funding for any administrative positions except for the position designated as "Officer in Charge," it being the specific intent of the parties that funds expended hereunder shall be used

strictly for the increased enforcement of laws prohibiting illegal drug trafficking, and not for the administration of this Agreement or other administrative functions, other than those performed by the "Officer in Charge," and the Prosecuting Attorney. Provided, however, that nothing herein shall prohibit Drug Task Force from contracting for professional services necessary to support the operations thereof, notice of which shall be provided to the Prosecuting Attorney and the County's Budget Director.

The Cities agree that there will be no reduction in the amount of funds appropriated to their respective police departments as a result of the funds provided by the Anti-Drug Sales Tax. The Cities and the respective police departments also agree that there will not be a reduction in the number of police personnel because of funds appropriated from the Jackson County Anti-Drug Sales Tax. It is the express intent of the parties that the services to be rendered by the Drug Task Force hereunder shall be in addition to those heretofore budgeted by the Cities for the operation of their respective police departments for the maintenance of the efficient and effective law enforcement services in their respective communities. Upon request of the Prosecuting Attorney, each City shall provide a written certification of compliance with this paragraph, with sufficient supporting detail to confirm same.

4. DRUG TASK FORCE PERSONNEL - LIABILITY

The Cities shall be solely responsible for, and shall hold County harmless from, any and all responsibility for the payment of any salaries, wages, or other compensation, of any Drug Task Force personnel, officers, or independent contractors, of the Cities, except to that any such individuals are employees or independent contractors of Jackson County.

County shall not be liable for compensation or indemnity to any Drug Task Force personnel for injury or sickness, except for those who are employees of Jackson County. The Drug Task Force shall continue salary and benefit payments for any officer assigned to the Drug Task Force who is injured, on or off duty, to the extent that said officer has accumulated leave time. The Drug Task Force shall not require Cities to assign additional officers to replace officers who have been so injured.

Each City shall be solely responsible for, and shall hold County harmless from, any and all liability for any intentional or negligent act of any of its personnel assigned to the Drug Task Force.

5. DRUG TASK FORCE PERSONNEL - SUPERVISION AND CONTROL

The manner in which services are rendered, standards of performance, discipline, and control of personnel assigned to the Drug Task Force shall be the sole responsibility of the Chiefs of Police of the respective officers' departments and of the Jackson County Sheriff for Sheriff's Deputies. Provided, however, that the Officer in Charge of the Drug Task Force shall, at his discretion, discontinue assignment of any officer of the Drug Task Force for unsatisfactory performance, or if an officer's undercover status has been compromised.

6. MINORITY HIRING AND EMPLOYMENT

The Cities shall comply with section 9304. of the Jackson County Code by making all best efforts to reach a twenty percent (20%) goal for minority hiring and employment in filling all new positions funded as a result of this Agreement. As used in this Agreement, the term "Minority" is defined as follows:

- A. Those individuals who have been subjected to racial or ethnic prejudice or

cultural bias because of their identity as a member of a group without regard to their qualities as individuals.

B. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered disadvantaged.

a. "Asian-Indian American" means United States citizens whose origins are in India, Pakistan, or Bangladesh.

b. "Asian-Pacific American" means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

c. "Native American" means American Indians, Eskimos, Aleuts, and native Hawaiians.

C. Handicapped individual. A handicapped individual is defined as a person who has a physical or mental impairment which substantially limits one or more of the person's major life activities, which include caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; has a record of such impairment, or is regarded as having such an impairment.

7. MANAGEMENT/POLICY

A. Drug Task Force Board:

It is understood and authorized by the parties that the Drug Task Force's operations shall be monitored by the Board of Directors of the Drug Task Force, which Board shall meet on a regular basis to provide management guidance of the Drug Task Force,

including policy, funding issues, and staffing requirements, all in accordance with the constitution and by-laws of the Jackson County Drug Task Force, which is attached hereto and made part hereof by reference, as Exhibit "B." Day to day management of the operations of the Drug Task Force shall be by the Officer in Charge, who shall report to said Board of Directors.

B. Drug Task Force Priorities and General Plan

The Drug Task Force shall submit to the Prosecuting Attorney, with its budget proposal as set forth in paragraph 1 hereof, a listing of its priorities and general plan for law enforcement services for the year, which shall become a part of this Agreement. Drug Task Force's statement of priorities and general plan for the initial term of this Agreement, calendar year 1997, is attached hereto as Exhibit "C" and made a part hereof by reference as if fully set forth herein.

8. COMMUNICATION AND REPORTS

A. Drug Task Force Personnel:

The Cities and the Sheriff's Department supplying personnel to the Task Force will maintain the following assignments of certified officers to the Task Force:

Blue Springs	3	Lee's Summit	3
Grandview	3	Raytown	3
Independence	7	Buckner	1
JC Sheriff's	5	OIC	1

B. Prosecuting Attorney's Informational Reports

Prosecuting Attorney shall provide Drug Task Force current copies of its internal organizational chart and copies of any amendments or revisions thereto that may occur from time to time during the term hereof, with individuals assigned to drug enforcement

activity identified by name.

In addition, the Prosecuting Attorney shall provide to Drug Task Force the a monthly listing of all dispositions of cases, with sufficient detail to facilitate proper identification thereof.

Whenever possible, the Prosecuting Attorney shall consult designated officers of the Drug Task Force concerning pleas, dispositions, and/or dismissals of charges.

C. Use/Confidentiality of Information

All parties hereto acknowledge the sensitive and confidential nature of information which is the subject of this paragraph and the adverse effects that may result from improper disclosure thereof, including the potential of the compromise of the individual safety of personnel and the integrity of operations. Accordingly, each of the parties to this Agreement shall make all best efforts to safeguard the confidentiality of all such information and shall initiate and maintain practices and procedures to assure the disclosure of such information to the minimum number of persons necessary, and solely for the accomplishment of the purposes of this Agreement. Each of the parties shall disclose to the other the policies, practices, and procedures used by it in the furtherance of the intent hereof.

D. Public Information

It is the intent of all parties hereto that there be a coordination among them with regard to the release of information to the public regarding their activities hereunder. In furtherance of this intent, the parties agree that each shall notify the other, as soon as reasonably possible, in advance of any communications by them with the public, the media, or any public body, and shall cooperate with each other in sharing the detail of such

communications so as to better enable each part to respond to inquiries or publicity generated thereby. In addition, the Drug Task Force and Prosecuting Attorney shall, whenever possible, coordinate their respective efforts to inform the public of activities of each of them in the furtherance of the goals of this Agreement.

E. Processing of Payments

County may suspend payment of funds due under paragraph 2 hereof pending receipt of information requested by the County pertaining to any particular payment.

9. CONFLICTS

No officer or employee of Jackson County, whether elected or appointed, except those employees of the Sheriff's Department assigned to the Drug Task Force, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

10. INSPECTIONS BY PROSECUTING ATTORNEY, AUDITORS, AND COUNTY COMPLIANCE REVIEW OFFICER

The performance of this Agreement, and all books, records, accounts, and any other documents in possession of the Drug Task Force related hereto shall be subject to inspection and review by the County's Legislative Auditor, Prosecuting Attorney, the Jackson County Compliance Review Officer, any auditor designated by the Director of the Department of Finance of Jackson County, and upon request of the County's COMBAT Commission. Not more than once a year, an independent auditor contracted for by the County shall perform a comprehensive audit of the Drug Task Force's operations. All books, records, accounts, and any other documents in possession of the County relative to the funding of the Anti-Drug Sales Tax are public records and open for inspection in

accordance with chapter 610, RSMo. The foregoing relates to funding matters only; nothing herein shall be interpreted to require or allow disclosure of any of the confidential information referred to in paragraph 8 (Communication and Reports p. 9) hereof.

11. USE OF EQUIPMENT BY DRUG TASK FORCE

Any analysis equipment purchased with funds hereunder shall be available for use by all law enforcement agencies in Jackson County at a cost not to exceed its actual operating cost.

IN WITNESS WHEREOF, the parties hereto have set their respective hands.

ATTEST:

BLUE SPRINGS, MISSOURI

Diane Gardner
City Clerk

BY

[Signature]

APPROVED AS TO FORM

[Signature]

Attorney for the City of Blue Springs

ATTEST:

LEE'S SUMMIT, MISSOURI

[Signature]
City Clerk

BY

[Signature]
MAYOR, KAREN R. MESSERLI

APPROVED AS TO FORM

[Signature]

Attorney for the City of Lee's Summit

ATTEST:

INDEPENDENCE, MISSOURI

[Signature]
City Clerk Bruce Lowrey

BY

[Signature]
City Manager Larry N. Blich
ord #13641

APPROVED AS TO FORM

[Signature]

Attorney for the City of Independence

Wm. B. Moore

ATTEST:

RAYTOWN, MISSOURI

Harlan Curtis
City Clerk

BY Richard McLean

APPROVED AS TO FORM

Ed. H. H. H.
Attorney for the City of Raytown

ATTEST:

GRANDVIEW, MISSOURI

[Signature]
City Clerk

BY Harry P. Wilson

APPROVED AS TO FORM

John S. Hall
Attorney for the City of Grandview

ATTEST:

GRAIN VALLEY, MISSOURI

[Signature]
City Clerk

BY [Signature]

APPROVED AS TO FORM

[Signature]
Attorney for the City of Grain Valley

ATTEST:

GREENWOOD, MISSOURI

Cynthia B. Jones
City Clerk

BY

[Signature]
Mayor

APPROVED AS TO FORM

[Signature]
Attorney for the City of Greenwood

ATTEST:

LAKE LOTAWANA, MISSOURI

[Signature]
City Clerk

BY

[Signature]
MAYOR

APPROVED AS TO FORM

[Signature]
Attorney for the City of Lake Lotawana

ATTEST:

LONE JACK, MISSOURI

[Signature]
City Clerk

BY

[Signature]
Mayor

APPROVED AS TO FORM

[Signature]
Attorney for the City of Lone Jack

ATTEST:

BUCKNER, MISSOURI

Jodi Brown
City Clerk

BY

Ken Parson

APPROVED AS TO FORM

Mayor D. Hammett
Attorney for the City of Buckner

~~ATTEST:~~

~~OAK GROVE, MISSOURI~~

~~_____
City Clerk~~

~~BY~~

~~APPROVED AS TO FORM~~

~~_____
Attorney for the City of Oak Grove~~

~~ATTEST:~~

~~LEVASY, MISSOURI~~

~~_____
City Clerk~~

~~BY~~

~~APPROVED AS TO FORM~~

~~_____
Attorney for the City of Levasy~~

ATTEST:

SUGAR CREEK, MISSOURI

William A. Powell
City Clerk

BY Chad E. Ramsey

APPROVED AS TO FORM

Robert Buckley
Attorney for the City of Sugar Creek

ATTEST:

SIBLEY, MISSOURI

~~City Clerk~~

~~BY~~

~~APPROVED AS TO FORM~~

~~Attorney for the City of Sibley~~

ATTEST:

Jackson County Sheriff's Department
and Jackson County, Missouri

Mary Brocato
County Clerk

BY Kathryn Shields
Court Executive

BY Carroll Osell
Prosecuting Attorney

APPROVED AS TO FORM

Andie L. Sherman
County Counselor

Jackson County Drug Task Force

BY Tommy J. Cannon

Exhibit A - Budget

11689

JACKSON COUNTY DRUG TASK FORCE
1997 BUDGET SUMMARY SHEET

(1) REVENUE - 1997		0
A) TAXES	\$	<u>0</u>
B) LICENSES & PERMITS	\$	<u>1,962,498.00</u>
C) INTERGOVERNMENTAL REVNUES	\$	<u>0</u>
D) PARK FEES	\$	<u>0</u>
E) CHARGES FOR SERVICES	\$	<u>0</u>
F) COURT FINES & COSTS	\$	<u>0</u>
G) INTEREST ON INVESTMENTS	\$	<u>0</u>
H) MISCELLANEOUS	\$	<u>350,000.00</u>
TOTAL FOR THIS PACKAGE	\$	<u>2,312,498.00</u>

(2) EXPENDITURES FOR THIS BUDGET)

A) PERSONAL SERVICES	\$	COMBAT	357,113.00
	\$	GRANT	44,617.00
	\$	TOTAL	<u>401,730.00</u>
B) CONTRACTUAL SERVICES	\$	COMBAT	1,381,020.00
	\$	GRANT	422,050.00
	\$	TOTAL	<u>1,803,070.00</u>
C) SUPPLIES	\$	COMBAT	<u>107,698.00</u>
D) CAPITAL OUTLAY	\$		<u>0</u>
TOTAL FOR THIS PACKAGE	\$	COMBAT	1,962,498.00
	\$	GRANT	350,000.00
	\$	TOTAL	<u>2,312,498.00</u>

FIGURES
INCLUDE
LOCAL
MATCHING
FUNDS

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE

REVENUE
SOURCE

ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

COMBAT Sales Tax: 9.5% of \$17,500,000 .00
(projected revenues of COMBAT Tax, per
County Finance on June 20, 1996.

\$1,662,500.00

Resolution #110951, 20% of \$916,655.00,
allocation of available balance.

\$183,331.00

Jackson County Grant Match Fund (local
match for Public Safety Grant).

\$116,667.00

560 Narcotics Control Assistance Program Grant
administered by the Missouri Department of
Public Safety.

\$350,000.00

GRANT WITH LOCAL MATCH
TOTAL:
\$466,667.00

TOTAL \$2,312,498.00

PERS - SERVICE

DEPARTMENT/DIVISION: Jackson County Drug Task Force

CLASSIFICATION	GRADE	POSITION NUMBER	EMPLOYEE NAME	HOURLY	ANNUAL	POSITION BUDGETED IN 19967	# WORKING HOURS	FTE
00904	R99	1	Kimberly Brayfield	8.20	17,056.00	yes	2080	1
06062	S09	1	Lawrence M. Cook	12.76	26,541.00	yes	2080	1
06062	S09	1	Dale Covey	15.45	32,136.00	yes	2080	1
06262	S11	1	Martin Hendrickson	20.57	42,786.00	yes	2080	1
04905	R99	1	Kimberly Poynter	10.09	20,988.00	yes	2080	1
06262	S11	1	Robert Tuttle	20.57	42,786.00	yes	2080	1
05907	R99	1	Janet White	10.45	21,736.00	yes	2080	1
02964	R99	1	Shelly Wilke	13.85	28,808.00	yes	2080	1
06062	S09	1	Stacey Ledford	12.37	25,730.00	yes	2080	1

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE
ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

REVENUE
SOURCE

COMBAT

(5 Sheriff's Deputies, 4 Civilians)

5010	Annual Salaries	258,567.00
5030	Overtime	18,000.00
5040	FICA Taxes	19,762.00
5050	Pension Contributions	23,249.00
5060	Insurance Benefits	21,000.00
5070	Unemployment Insurance	1,292.00
5110	Workers Compensation Insurance	3,617.00
5130	Vacation Buy-Out	5,167.00
5140	Sick Leave Buy-Out	5,167.00
5150	Long Term Disability Insurance	1,292.00

PACKAGE TOTAL

\$357,113.00

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE
ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

REVENUE
SOURCE

MISSOURI DEPARTMENT OF PUBLIC SAFETY GRANT

5010	Annual Salary Prosecuting Attorney	\$35,006.00
5040	FICA	2,678.00
5050	Pension Contributions	2,801.00
5060	Insurance Benefits	3,292.00
5070	Unemployment Insurance	175.00
5110	Workers Compensation Insurance	490.00
5150	Long Term Disability Insurance	175.00

TOTAL PACKAGE

Grant (includes local match) \$44,617.00

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE

REVENUE
SOURCE

ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
1997

CONTRACTUAL SERVICES

6110	Postage 5,000 stamps @ \$0.32/each	\$ 1,600.00
6140	Travel expenses (hotel, airfare, meals, etc.)	25,000.00
6160	Meeting Expenses (business meeting expenses)	2,000.00
6165	Coffee Service	600.00
6230	Printing Services	500.00
6240	Office Services (Jackson County forms)	100.00
6360	Life Insurance (County employees)	400.00
6370	Liability Insurance (property/4 vehicles equipment)	8,000.00
6410	Gas (Office Utility) \$375.00 per month x 12 months	4,500.00
6420	Electricity (Office Utility) \$441.66 per month x 12 months	5,300.00
6430	Telephone Services \$1,083.00 per month x 12 months	13,000.00
6440	Water (Office Utility) \$33.33 per month x 12 months	400.00
6460	Refuse Collection \$40.00 per month x 12 months	480.00
6530	Maintenance & Repair (Auto Equipment)	

June 25, 1996

REVENUE

DIVISION Jackson County Drug Task Force

PLEASE LIST ALL ACCOUNTS IN NUMERICAL SEQUENCE
ACCOUNTS TITLE - DETAIL INFORMATION ANTICIPATED
 1997

REVENUE
 SOURCE

	4 Task Force owned vehicles	14,000.00
6620	Building Rental \$3,250.00 per month x 12 months (main office) plus \$850.00 per month x 12 months (property room)	49,200.00
6630	Automobile Rental *This account to be supplemented by MDPS Grant 25 vehicles per month x \$575.00 average per month x 12 months = \$172,500.00	119,750.00 (\$52,750.00 Grant)
6641	Copier Rental \$500.00 per month x 12 months. (copier rental & meter usage)	6,000.00
6643	Mobilephone & Pager Rental Pagers \$300.00 per month x 12 months = \$3,600.00 Mobilephone \$1,200.00 per month x 12 months = \$14,400.00	18,000.00
6710	Dues and Memberships	350.00
6730	Janitorial Services \$100.00 per week x 52 weeks	5,200.00
6750	Education Benefits (tuition/registration)	10,000.00
6790	Contractual Services *This account to be supplemented by MDPS Grant Laboratory Chemist (100% Grant \$41,000) Officer-in-Charge \$70,000.00 City of Lee's Summit \$115,000.00 City of Blue Springs \$152,000.00 City of Grandview \$140,164.00 City of Raytown \$119,000.00	864,260.00 (\$343,480.00 Grant)

Exhibit B - Constitution & By-Laws

JACKSON COUNTY DRUG TASK FORCE

CONSTITUTION AND BY-LAWS

ARTICLE I

SECTION 1.

NAME: This organization shall be known as the Jackson County Drug Task Force (hereinafter referred to as the Task Force).

SECTION 2.

OBJECTIVES: The purpose and objectives of the organization are:

- A. To assist in, foster, promote, and encourage the prevention, control and eradication of illegal importation, manufacture, distribution, sale, possession and improper use of drugs and controlled substances.
- B. To educate, encourage, and give assistance to the general public; employers; federal, state, and local governments and their agencies; public and private educational schools and institutions; civic groups and clubs; charitable, educational and religious organizations; and other individuals, organizations and entities, in the prevention, control and eradication of the illegal importation, manufacture, distribution, sale, possession, and improper use of drugs and controlled substances.
- C. In furtherance of and supplemental to the foregoing purposes:
 1. To promote, encourage, extend, and supervise law enforcement against all types of criminal activity.
 2. To coordinate and generally direct criminal law enforcement activities.
 3. To work and cooperate with all agencies or persons whose objective it is to combat all types of criminal activity.
 4. To utilize all talent and manpower to combat criminal activity on a cooperative basis.
 5. To assist in the development of effective criminal law enforcement.
 6. To disseminate information to and educate the public in the areas of crime recognition and prevention.

7. To assist in the preservation of justice under the Constitutions of the United States and the State of Missouri through effective criminal law enforcement.

D. To do and perform any and all other things necessary or incidental to any of the foregoing.

ARTICLE II

MEMBERS

SECTION 1. ACTIVE MEMBERS: Task Force Board membership is limited to the Chief Executive Officers, or their designee, of the various law enforcement agencies within Jackson County, Missouri at the State, County, and City level.

SECTION 2. ASSOCIATE MEMBERS: Any person not qualifying as an active member who is supportive of any of the purposes and objectives of the Task Force and qualified by training and experience in law enforcement activity or by professional attainments in police science or administration, who is sponsored by an active member and approved by the Board of Directors.

Associate members shall have all the privileges of membership except that of holding office and voting.

ARTICLE III

BOARD OF DIRECTORS

SECTION 1. BOARD OF DIRECTORS: There shall be a Board of Directors consisting of those persons who, within Jackson County, Missouri, have the power and authority to supervise, control, direct, and manage the property, affairs, and activities of their departments and fall within the definition of Article II, Section 1. No person who is not a Director of the Task Force shall have any voting rights for any purpose whatsoever.

SECTION 2. DUTIES AND RESPONSIBILITIES:

A. The Board of Directors shall be the governing body of the Task Force and shall have authority to take all appropriate measures and to perform all duties required to accomplish the objectives of the

Task Force. The Board of Directors shall establish and promulgate the rules of the Task Force by which its business and affairs shall be conducted and governed in accordance with the provisions of this constitution. Such rules shall be published and distributed to all active members.

- B. The Board of Directors shall elect the following officers; Chair and Vice-Chair. There shall also be a Recording Secretary and Treasurer appointed by the Chair. The Board shall fix the conditions of service, tenure, and compensation.
- C. The Board of Directors shall adopt annual budget for the Task Force and no expenditures shall be made, except in accordance with funds allocated under said budget as originally adopted or amended without prior approval of the Board.
- D. The Board of Directors shall approve such standing committees as it deems necessary to carry out the objectives of the Task Force.

SECTION 3.

MEETINGS: The Board of Directors shall meet every first and third Thursday of each month at such place as designated by the Chair. The October meeting shall constitute the annual meeting and election of officers of the Board will be accomplished at this meeting. Special or periodic meetings may be convened at the time and place as designated by the Chair or upon request of at least five (5) members of the Board of Directors.

SECTION 4.

ACTION WITHOUT MEETING: If a matter shall arise concerning the Task Force and requiring action of the Board of Directors or members of the Task Force and it is impractical to hold a formal meeting, the matter may be submitted to each member of the Board of Directors entitled to vote thereon for his consideration. The Board of Directors may, if the Chair elects, be polled by telephone for a vote in those cases deemed necessary by the Chair.

ARTICLE IV

OFFICERS

SECTION 1.

DESIGNATION OF OFFICERS: The officers of the Task Force shall be a Chair, Vice-Chair, Recording Secretary, and a Treasurer.

SECTION 2.

QUALIFICATIONS: An officer of this Board, at the time of his/her election or appointment, must be an active member of the Task Force in good standing.

SECTION 3.

TERM OF CHAIR: The Chair shall be elected annually at the business session of the annual meeting of the Task Force. The Chair shall serve until the termination of the annual meeting next ensuing after his/her election.

SECTION 4.

TERM OF OTHER OFFICERS: The Vice-Chair shall be elected annually and shall serve for one (1) year or until a successor is elected and installed.

SECTION 5.

SUCCESSOR TO THE CHAIR:

- A. If the office of the Chair is vacated, the Vice-Chair shall become Chair immediately and shall serve for the remainder of the term.
- B. If the office of the Vice-Chair is vacated, the Chair, with the approval of the Board of Directors, shall appoint a Vice-Chair who shall serve the remainder of the term.
- C. Such succession so stated above shall in no way preclude anyone from being eligible for election at a future date.

SECTION 6.

ELECTION: All nominations shall be voted upon by secret written ballot. The candidate receiving a simple majority of votes cast shall be declared elected. In the event no candidate receives a simple majority of votes on the first ballot, a ballot shall be taken between the two candidates receiving the most votes. The candidate receiving a simple majority on that ballot shall be declared elected.

SECTION 7.

THE CHAIR: The Chair shall preside at all meetings of the Task Force and other meetings that may be required. He may appoint such committees as he/she deems necessary to effectively run this Task Force. The Chair of each committee shall be designated by the Chair. Membership of all committees shall also be appointed by the Chair and shall be members of this Task Force in good standing.

SECTION 8.

VICE-CHAIR: It shall be the duty of the Vice-Chair to perform all duties of the Chair during his/her absence and all other duties as assigned by the Chair.

SECTION 9.

RECORDING SECRETARY: The Chair shall appoint the Recording Secretary who shall be subject to the policies, rules, and direction of the Board of Directors and shall perform such duties as may be assigned to him/her by the Chair. The Recording Secretary shall take the minutes of the meeting, maintain the minutes, publish notice of the meetings, and generally keep the records of the Task Force.

SECTION 10.

TREASURER: The Chair shall appoint the Treasurer. The Treasurer shall be responsible for the financial affairs of the Task Force. The Treasurer's duties will include, but are not limited to, the preparation of the annual budget, reconciliation of accounts, facilitation of annual audits, and other budgetary and financial issues.

SECTION 11.

COMPENSATION OF OFFICERS: No officers, with the exception of the Recording Secretary and Treasurer, may receive compensation except for actual expenses incurred in the performance of his/her duties.

ARTICLE V

SPECIAL FUNDS

SECTION 1.

RECEIPT OF FUNDS, ETC.: The Task Force may accept donations upon approval of the Board of Directors, as well as receive and administer gifts of all types of property for charitable, benevolent, health, and educational purposes.

ARTICLE VI

FISCAL YEAR

SECTION 1.

FISCAL YEAR: The fiscal year of the Task Force shall be from January 1 to December 31.

ARTICLE VII

ANNUAL MEETINGS

SECTION 1.

TIME AND PLACE: The annual meeting of the Task Force for the purpose of electing officers shall be held in the month of October at such place as shall be designated by the Chair. Election of officers will be held

at this meeting. All committee chairmen will be at this meeting, provide presentation on the activities and recommendations to the Board.

SECTION 2.

QUORUM: For the purpose of considering and disposing of official matters at the business session of the annual meeting of this Task Force, a quorum shall consist of a simple majority of the members entitled to vote who are present at the business meeting.

SECTION 3.

RULES OF ORDER: In the absence of any provision to the contrary in this constitution and by-laws of the Task Force, all meetings of the Task Force and all meetings of the Board of Directors and all committees shall be governed by the parliamentary rules and usages contained in the current edition of Robert's Rules of Order, Revised.

ARTICLE VIII

APPOINTMENT OF MEMBERS TO THE TASK FORCE

SECTION 1.

A Selection Committee will be established to screen applicants for positions with the Task Force. The Committee will consist of the Officer in Charge of the Task Force, a member of the Task Force of equal or higher rank of the position being filled, and a member of a participating agency.

SECTION 2.

The Committee will meet when a vacancy in the authorized strength of the Task Force exists. The contributing agency will offer candidates for the position. After a competitive process, the best candidate will be identified by the Committee and appointed by the officer's CEO.

ARTICLE IX

RETENTION OF PROPERTY INTEREST

SECTION 1.

PROPERTY: All right, title, and interest both legal and equitable in and to property of this Task Force shall remain in the Task Force. If any such property shall be in the possession or trust of a member, it shall be returned immediately to the Task Force in the event of his/her death, resignation, suspension, or expulsion. Should the Task Force be deactivated, all properties secured through seizure shall revert to ownership of Jackson County, Missouri.

SECTION 2.

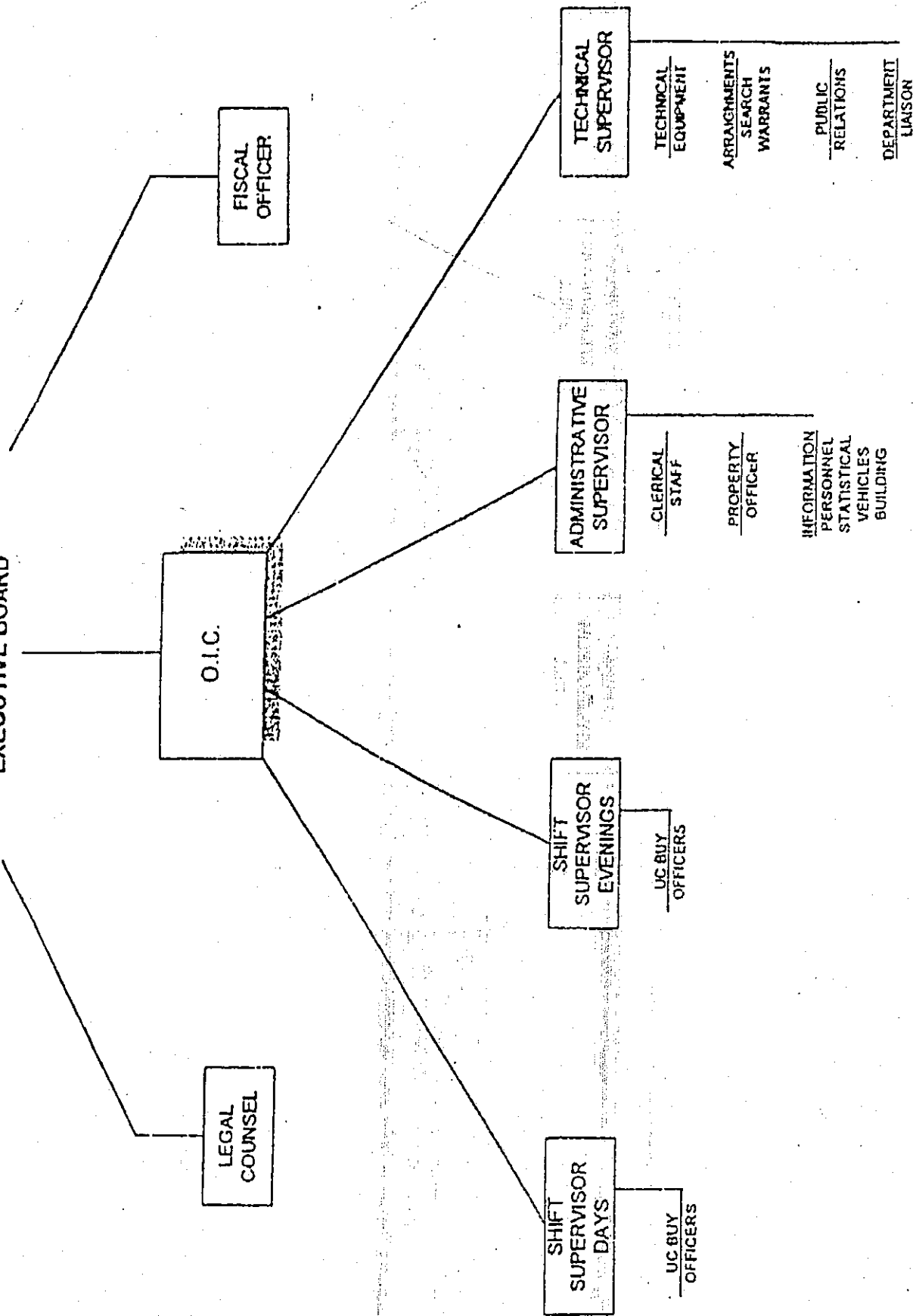
AMENDMENTS: This constitution and by-laws may be amended by the affirmative vote of a simple majority of members present and eligible to vote at the business session of any annual or special meeting of the Task Force provided that the proposed amendment, which may be filed by one or more members of the Task Force with the Chair shall have been submitted in writing at least 60 days before the meeting at which it is to be offered. The Recording Secretary shall reproduce the amendment and notify the membership of the Association thereof by mail at least 30 days before such a meeting. The Board of Directors shall study and consider the proposed amendment and shall vote upon it.

Exhibit C - Organization Chart &
1997 Goals and Objectives

JACKSON CO LOG TASK FORCE

July 30, 1996

EXECUTIVE BOARD



JACKSON COUNTY DRUG TASK FORCE

1997 GOALS AND OBJECTIVES

1. *Establish a public relations officer designed to place the Task Force before the public eye in a positive manner:*

This goal can be achieved by having the Task Force in the public eye by having news clips on television and in the newspapers. The Officer-in-Charge can grant interviews with area television stations and allow them to go along on search warrants and buy busts whenever possible.

2. *Update the Task Force computer system followed by computer training for all personnel:*

The computer system is operational and is currently being updated and customized at this time. When all systems are correct and operational, then the training will be conducted.

3. *Increase the number of prosecuted defendants by 20%:*

Today's cases are solid cases and are not being opened without a close observation by the operative's supervisor. This goal is working in conjunction closely with Goal #7.

4. *Seize more drugs than the amount purchased:*

This goal can be achieved by improving the number and quality of all search warrants, buy busts, knock and talks, interdictions and trash pulls.

5. *Increase the number of search warrants, buy busts, knock and talks, and trash pulls by 25%.*

This goal can be reached in conjunction with Goal #4 by increasing the total number of search warrants, buy busts, knock and talks, and trash pulls. The unit had a total of these combined in 1995 of 150 and has for the first quarter of 1996 a total of 90. That number projected over 12 months would be an increase of over 100% for 1996 totals over 1995 totals. To improve on the 1996 totals is attainable.

6. *Establish better working relationships with other agencies:*

This goal could be achieved by having Task Force officers contact area departments at shift meetings, staff meetings, or whenever an area department needs to talk with someone from the Task Force. Also, quarterly meetings with outside agencies such as DEA, KCPD and MSHP and other departments could be beneficial.