

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE JOHNSON COUNTY KANSAS SHERIFF TO ESTABLISH THE TERMS AND CONDITIONS UNDER WHICH THE JOHNSON COUNTY SHERIFF'S OFFICE CRIMINALISTICS LABORATORY MAY PROVIDE LAW ENFORCEMENT ASSISTANCE IN THE FORM OF CRIMINALISTICS LABORATORY SERVICES TO THE PUBLIC SAFETY DEPARTMENT.**

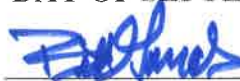
**LEGISLATIVE FINDINGS**

1. The Public Safety Department is responsible for the investigation of criminal incidents in the City of Gladstone.
2. Many serious crime scenes require technicians with advanced training on sophisticated crime scene process techniques.
3. The Johnson County Kansas Sheriff's Office Criminalistics laboratory (JCSOCL) is a division of the Johnson County Kansas Sheriff's Office and delivers forensic examination and laboratory services for criminal investigations.
4. The JCSOCL is fully accredited by the American National Standards Institute (ANSI) and American Society for Quality (ASQ) doing business as the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) and has been continually accredited since 1999.
5. The JCSOCL is fully qualified to provide forensic collection, examination, and laboratory services to law enforcement agencies.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GLADSTONE, MISSOURI AS FOLLOWS:**

1. The City of Gladstone agrees to the terms delineated in the Agreement with the Johnson County Kansas Sheriff attached hereto as Exhibit A (the "Agreement").
2. The City Manager is authorized to sign the Agreement with the Johnson County Kansas Sheriff to provide law enforcement assistance to the Public Safety Department in the form of criminalistics laboratory services.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 24<sup>th</sup> DAY OF SEPTEMBER, 2018.**



Mayor Bill Garnos

**ATTEST:**



Ruth Bocchino, City Clerk

FIRST READING: September 24, 2018

SECOND READING: September 24, 2018



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 18-40

ORD # 4.447

Date: 9/13/2018

Department: Public Safety

Meeting Date Requested: 9/24/2018

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Ordinance authorizing City Manager to sign an agreement with Johnson County Kansas Sheriff for lab services for the Public Safety Department

Background: In the event KCPD Crime Scene Unit/Laboratory is unavailable to respond to a major crime scene in Gladstone, the Johnson County Kansas Sheriff's Criminalistics Laboratory would be requested, serving as a backup plan.

Budget Discussion: Funds are budgeted in the amount of \$      from the      Fund. Ongoing costs are estimated to be \$      annually. Previous years' funding was \$

Public/Board/Staff Input: Recommend approval.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Mike Hasty  
Department Director/Administrator

SW  
City Attorney

PC  
City Manager



***Department of Public Safety  
Administration  
Memorandum MJH 18-31***

**DATE:** September 17, 2018

**TO:** Scott C. Wingerson, City Manager

**FROM:** Chief Michael J. Hasty, Director of Public Safety

**CC:** Chris Williams, City Attorney  
Padraic Corcoran, Williams & Campo, P.C.  
Captain Jeffrey R. Self, Police Field Services Division Commander  
Captain Robert Hays, Support Services Division Commander  
File

**RE:** CRIME LABORATORY SERVICES

Most routine crime scenes require police officers to examine and process the scene to identify and recover evidence. More serious crimes require specialized collection techniques and assistance is many times requested from the Kansas City Missouri Police Department's (KCPD) Crime Laboratory. Clay County Prosecutor Daniel White has expressed his preference to have crime scenes processed by trained and certified personnel from the crime laboratory to recover physical evidence.

The Metropolitan Major Case Squad (Metro Squad) is an organization formed by the Metropolitan Chiefs and Sheriffs Association to utilize investigators from law enforcement agencies in the metropolitan area (both Missouri and Kansas) to investigate many serious crimes, usually homicides. The operating procedures for Metro Squad investigations utilize the KCPD's Crime Laboratory to process crime scenes in jurisdictions in Missouri. The Johnson County Kansas Sheriff's Office Criminalistics Laboratory (JSCOCL), a division of the Johnson County Sheriff's Office, is employed to process crime scenes for jurisdictions in Kansas. Each of these crime laboratories support each other and serve as a "backup" in the event one is too busy to respond to a crime scene.

As you are aware, Gladstone Department of Public Safety partnered with the North Kansas City Police Department, Liberty Police Department, and Riverside Police Department and formed the Northland Officer-Involved Shooting Investigation Team (NOISIT). The purpose of this partnership is to provide investigative support to one another in the event of an "officer-involved shooting" incident. A procedure manual has been developed for the NOISIT and utilizing the KCPD's Crime Laboratory to process the scene of an "officer-involved shooting" incident is included as a recommended practice.

It has become apparent the KCPD's Crime Laboratory has become short-staffed and overburdened with crime scene response; primarily due to the volume of scenes they respond to in Kansas City. The police chiefs in NOISIT have determined a backup plan is required in the event the KCPD Crime Laboratory is unavailable to respond when needed. North Kansas City Police Chief Steven Beamer contacted KCPD Crime Laboratory Director Linda Netzel and JSCOCL Director Ross Capps and worked out an arrangement where the JSCOCL, when available, would serve as a "backup" to provide crime scene processing services should the KCPD Crime Laboratory be unavailable; much like the arrangement for Metro Squad cases.

The JSCOCL is fully accredited by the American National Standards Institute (ANSI) and American Society for Quality (ASQ) doing business as the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) and has been continually accredited since 1999. JSCOCL provides the same crime scene processing services as the KCPD Crime Laboratory. In order to engage the services of JSCOCL when needed, the Johnson County Kansas Sheriff requests the City of Gladstone enter into an intergovernmental agreement that delineates the services provided as well as the cost structure (attached).

The agreement has been submitted to Chris Williams, City Attorney for review. Once approved by Mr. Williams, I recommend the City of Gladstone enter into the agreement with the Johnson County Kansas Sheriff's Department for the JSCOCL services. I have requested an ordinance authorizing you to sign the agreement be placed on the September 24, 2018 City Council Meeting Agenda. Please advise if you need further information.

# SCHEDULE A

## Johnson County Sheriff's Office Crime Laboratory Criminalistics Services Cost Reimbursement Fee Effective September 1, 2016

Description	Fee		Description	Fee	
	Straight Time	Overtime		Straight Time	Overtime
Forensic Biology <sup>1</sup>	\$44.15/hour	\$59.11/hour	Latent Prints <sup>2</sup>	\$44.15/hour	\$59.11/hour
Autosomal DNA <u>or</u> Y-STR DNA <sup>3</sup>	\$305.00 per sample		Autosomal DNA <u>and</u> Y-STR DNA <sup>3</sup>	\$355.00 per sample	
Drug Chemistry	\$44.15/hour	\$59.11/hour	Toxicology (BAC)	\$44.15/hour	\$59.11/hour
Trace Evidence <sup>4</sup>	\$44.15/hour	\$59.11/hour	Firearm/Toolmarks	\$44.15/hour	\$59.11/hour
Fire Debris	\$44.15/hour	\$59.11/hour	Digital/Multimedia	\$44.15/hour	\$59.11/hour

## Crime Scene Response Services Cost Reimbursement Fee Schedule

Description	Fee	
	Straight Time	Overtime
Crime Scene Response	\$39.01/hour	\$51.39/hour
Bloodstain Pattern Analysis	\$44.15/hour	\$59.11/hour
Crime Scene Reconstruction	\$44.15/hour	\$59.11/hour

The following fees will apply to each case submitted to the Johnson County Sheriff's Office Crime Laboratory:

- \$20.00 consumables fee<sup>5</sup>
- \$25.00 administrative fee

In the event that pre-trial conferences, meetings, testimony or the use of a Case Manager is required, the straight time hourly rate of \$44.15 or the overtime hourly rate of \$59.11 will apply as appropriate. In addition, travel expenses (travel arrangements, per diem, lodging, etc.) will be the responsibility of the requesting agency.

<sup>1</sup> Includes screening of evidence items for presence of biological fluids (blood, semen, saliva, urine, feces, skin cells)

<sup>2</sup> Includes evidence item processing for latent print development and footwear and tire track examination

<sup>3</sup> Semen samples requiring a differential extraction (separation of skin cell DNA and spermatozoa DNA) will be billed as two DNA samples

<sup>4</sup> Includes examination of hair, fiber, glass, paint, adhesive tapes, lubricants, and miscellaneous and unknown materials and substances

<sup>5</sup> This applies to general laboratory supplies (chemicals, microscope slides and accessories, tools, evidence packaging supplies, etc.)

B77 18-40  
Ord 4.447

**AGREEMENT  
Between  
Johnson County Sheriff  
and  
Requesting Party Named Herein**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the Sheriff of Johnson County, Kansas ("Sheriff") and the Gladstone Department of Public Safety, whose address is 7010 N. Holmes Gladstone, Missouri 64118 ("Requesting Party").

WHEREAS, Sheriff operates the Johnson County Sheriff's Office Criminalistics Laboratory (JCSOCL), a division of the Johnson County Sheriff's Office; and

WHEREAS, Requesting Party desires to contract for the services of JCSOCL.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which JCSOCL may provide law enforcement assistance in the form of criminalistics laboratory services to Requesting Party.

2. **Term.** This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated by either party pursuant to the terms herein. This Agreement may be terminated, without cause, by either party upon thirty (30) days written

notice, which notice shall be delivered by hand or by certified mail return receipt requested to the address listed herein.

3. **Fees for Service.** The Requesting Party shall pay the Sheriff all fees and expenses incurred by the JCSOCL for the collection, analysis, and report of findings on all items submitted for forensic examination. The fees and expenses associated with laboratory services shall be defined in **Schedule A** attached to this Agreement and incorporated herein by reference. The fees and expenses may be adjusted by JCSOCL at any time. However, Requesting Party shall be notified of any adjustment in fees prior to any work being performed. Payment for services provided by the JCSOCL is due within thirty (30) days of the receipt of invoice.

4. **Responsibilities of the Sheriff.** The Johnson County Sheriff agrees to deliver the timely forensic examination of all items submitted to the JCSOCL with the following disclaimer: The JCSOCL was created to serve the forensic laboratory needs of the public safety entities located within the geographical boundaries of Johnson County. However, in the interest of public safety, the Sheriff of Johnson County, or his designee, retains the right in his sole discretion to prioritize the processing of items submitted to the JCSOCL for examination and analysis. Factors to be considered in determining the order of priority may include, but are not limited to:

- Crimes of violence where solvability may be achieved through the timely processing of physical evidence,
- Crimes that threaten general order; and
- Crimes that are serial in nature.

When items are submitted to the JCSOCL for examination and found to be equally important, the items from a Johnson County entity shall have priority over items from the Requesting Party. Further, the Johnson County Sheriff, or his designee, shall have the right to decline to provide laboratory services on any case or items submitted by the Requesting Party. Additionally, the JCSOCL shall have the absolute right and discretion to determine which laboratory tests and analysis are to be performed on any items submitted.

The JCSOCL shall conduct all examinations and analysis in conformance with the requirements established by their accrediting body and the standards to which they are accredited. In accordance with these standards, once an evidence submission is accepted from the Requesting Party, the JCSOCL has agreed to provide the services requested. Also, in accordance with the requirements established by their accrediting body and the standards to which they are accredited<sup>5</sup>, the JCSOCL is mandated to produce a report of findings on all work performed and will comply with this requirement. The JCSOCL retains the right to limit inclusion of information on the report that it deems to be unnecessary for an appropriate and objective understanding of the opinions, conclusion, and interpretations included therein. Examples of this information include, but are not limited to, the date of receipt of the evidence, exact methods or deviations used, or date and location of sampling. All of the supporting data and information associated to the report is retained by the laboratory and is available upon request. Test results will only be released to the Requesting Party, investigating agencies, and/or the District Attorney's Office. The release of test results to anyone other than the Requesting Party or parties listed above requires the written permission of the Requesting Party, Laboratory Director and/or the Assistant Laboratory Director and/or a judicial order. The case record will contain the judicial order and/or reflect the release to these other parties.



5. **Responsibilities of the Requesting Party.** If the services requested include on-site crime scene investigation analysis and response, the Requesting Party shall be responsible for providing appropriate sworn officers to maintain scene security and safety for JCSOCL personnel. Laboratory personnel are authorized to suspend their examinations if at any time they believe, in their sole and complete discretion, that they are in unsafe conditions and without appropriate sworn support. Upon return of the required support, their examination activities will resume.

6. **Relationship of Parties.** The Sheriff shall have the status of an independent contractor for the purposes of this Agreement. The forensic scientists and deputy sheriffs assigned to the JCSOCL shall be considered employees of the Sheriff and shall be subject to his control and supervision. Further, the forensic scientists and deputy sheriffs are subject to all current policies, regulations, and procedures in effect for Johnson County Sheriff employees.

7. **Evidence and Records.** Requesting Party shall provide to JCSOCL all evidence, reports, investigative materials, data, and other items necessary for JCSOCL to perform the services requested. During the term of this Agreement, the items shall be retained in the custody of JCSOCL and handled in accordance with all applicable laboratory protocols and standards. Copies of all reports prepared by JCSOCL shall be provided to Requesting Party within a reasonable time after completion of the laboratory process or analysis. Upon termination of any case covered by this Agreement or upon termination of this Agreement itself, all items shall be returned to the Requesting Party to be maintained pursuant to applicable law and the Requesting Party's policies and procedures.

8. **Publicity.** JCSOCL shall refer all media requests for information regarding any particular case or evidence to the Requesting Party for an appropriate response. Further, in the event JCSOCL receives requests for disclosure of information pursuant to a Kansas Open Records Request or a subpoena, the Requesting Party shall be notified and given an opportunity to confer and cooperate in regard to an appropriate response. However, the final decision on a response to an open records request or a subpoena shall be in the sole discretion of the Sheriff or his designee.

9. **General Provisions.**

A. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument and shall be effective when executed and signed by all parties to this Agreement.

B. **Entirety of Agreement.** This Agreement and the attached **Schedule A** represent the entire and integrated agreement between the parties, and all prior negotiations, representations and agreements, whether written or oral, are superseded.

C. **Responsibility for Legal Proceedings.** Providing the terms of this Agreement have not been breached, the Sheriff and Requesting Party each agree to indemnify and hold harmless the other for claims or causes of action arising from the acts and omissions of their respective officers, agents or employees for any judgment, liability or damages not covered by insurance arising from any action or proceeding relating to the services or relationship described herein and provided that any such action or proceeding does not arise from any allegations of any intentional, willful or negligent act on the part of the party to be indemnified.

**D. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**E. Sovereign Immunity.** The Sheriff and all agents and employees of the JCSOCL and the Requesting Party and their respective governing bodies do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

**G. Mailing Addresses.**

**Johnson County Sheriff:** Calvin Hayden, Sheriff  
Johnson County Sheriff's Office  
588 E. Santa Fe, Suite 2000  
Olathe, KS 66061  
913-715-5502

**Requesting Party:** Scott C. Wingerson  
City Manager  
7010 N. Holmes  
Gladstone, MO 64118

ATTEST:

Ruth E. Bocchino

Ruth E. Bocchino  
City Clerk, City of Gladstone, MO

*(Intentionally left blank to bottom of page.)*

IN WITNESS WHEREOF, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The Effective date of this Agreement is the date of the signature last affixed below.

**SHERIFF OF JOHNSON COUNTY, KANSAS:**

  
\_\_\_\_\_  
Calvin Hayden, Sheriff

Date: 10-15-18


**REQUESTING PARTY:**

By:   
\_\_\_\_\_  
Scott C. Wingerson  
Printed name

City Manager  
\_\_\_\_\_  
Title

Date: October 3, 2018

**ATTEST:**

  
\_\_\_\_\_  
Ruth E. Bocchino  
City Clerk, City of Gladstone, MO