



**Issue:** Combined Multi-Jurisdictional Enforcement Team Mutual Aid Agreement

**Date:** May 3, 2022

**Submitted By:** Joe Campbell, Chief of Police

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### Background

Currently, the police department has a signed interagency agreement with the COMET task force regarding investigations of trafficking and/or the manufacturing of narcotics and dangerous drugs and the crimes associated with this activity.

The Nixa Police Department utilizes COMET to investigate a variety of crimes most notably drug investigations. Additionally, COMET also is the primary agency responsible for the collection and handling of dangerous materials associated with meth labs we encounter. The collection and processing of these scenes can be very costly.

As a member agency, we are required to pay an annual membership fee based on the number of officers employed at the department. This fee is used to support the operations of the task force and are required for the task force to be eligible for certain federal grant funding.

In addition to the membership fee, COMET requires an interagency agreement to participate in the task force. On a periodic basis, a request to sign an updated agreement is presented by the task force to member agencies. Attached is an updated version of this agreement.

### Analysis

A review of this Interagency agreement revealed there are no substantive changes to the agreement other than the list of agencies who are actively participating in the task force. Staff has reviewed this document and has no objections.

### Recommendation

Staff recommends approval of this Ordinance.

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING MAYOR  
2 TO EXECUTE A MUTUAL AID AGREEMENT TO CONTINUE THE CITY'S  
3 PARTICIPATION IN THE COMBINED OZARKS MULTI-JURISDICTIONAL  
4 ENFORCEMENT TEAM TASK FORCE.

5 \_\_\_\_\_  
6  
7 **WHEREAS** Section 70.220 RSMo., authorizes the political subdivisions of the  
8 State to contract and cooperate with one another for the planning, development,  
9 construction, acquisition or operation of any public improvements or facility, or for a  
10 common service; and

11  
12 **WHEREAS** currently the City is a participating agency in the Combined Ozarks  
13 Multi-Jurisdictional Enforcement Team ("COMET") task force which investigates the  
14 trafficking and manufacturing of narcotics and dangerous drugs; and

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16 **WHEREAS** from time to time, the task force requests that participating agencies  
17 re-execute the mutual aid agreement; and

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19 **WHEREAS** the City Council desires to authorize the execution of the COMET  
20 mutual aid agreement so as to continue the City's participation in this task force.

21  
22 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**  
23 **NIXA, AS FOLLOWS, THAT:**

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25 **SECTION 1:** The Mayo, or designee, is hereby authorized to enter into the  
26 Interagency Agreement attached hereto, and incorporated herein by this reference, as  
27 "Council Bill Exhibit A." Said document shall be in substantially similar form as the  
28 document attached hereto as "Resolution Exhibit A."

29  
30 **SECTION 2:** The Mayor and the officers of the City are hereby authorized to do all  
31 things necessary or convenient to carry out the terms and intent of this Resolution.

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33 **SECTION 3:** This Resolution shall be in full force and effect from and after its final  
34 passage by the City Council and after its approval by the Mayor, subject to the provisions  
35 of section 3.11(g) of the City Charter.

36  
37  
38 **ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

39  
40 ATTEST:

41  
42 \_\_\_\_\_  
43 CITY CLERK

44 \_\_\_\_\_  
45 PRESIDING OFFICER

47 **APPROVED BY THE MAYOR.**

48

49 ATTEST:

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51 \_\_\_\_\_

52 CITY CLERK

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54 APPROVED AS TO FORM:

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56 \_\_\_\_\_

57 CITY ATTORNEY

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE OF APPROVAL

COMBINED OZARKS MULTI-JURISDICTIONAL ENFORCEMENT TEAM  
(COMET)

INTERAGENCY AGREEMENT

The undersigned law enforcement agencies do now enter into this interagency agreement to create a multi-jurisdictional drug task force in order to provide to the public more effective law enforcement protection against those who engage in the trafficking and/or manufacturing of narcotics and dangerous drugs. Each participating agency agrees to refer cases for investigation by the task force. Cases will be adopted at the discretion of the task force Officer in Charge or his/her designee.

The undersigned parties agree to the following:

- I. PARTIES. Parties to this agreement are: Dallas County Sheriff's Office, Douglas County Sheriff's Office, Lawrence County Sheriff's Office, Ozark County Sheriff's Office, Polk County Sheriff's Office, Taney County Sheriff's Office, Webster County Sheriff's Office, Wright County Sheriff's Office, Ash Grove Police Dept., Aurora/Marionville Police Dept., Billings Police Dept., Branson Police Dept., Branson West Police Dept., Buffalo Police Dept., Fordland Police Dept., Hartville Police Dept., Humansville Police Dept., Mansfield Police Dept., Nixa Police Dept., Ozark Police Dept., Rogersville Police Dept., Seymour Police Dept., Sparta Police Dept., Strafford Police Dept., Verona Police Dept., Walnut Grove Police Dept., Missouri State Highway Patrol, Stone County Prosecutor.

(NOTE: COMET shall be restricted to the jurisdictions represented by these parties; however, should a case investigation lead into an outside jurisdiction, the investigation should be coordinated with authorities in that jurisdiction.)

- II. EXECUTIVE BOARD. The COMET Executive Board is elected by and will represent participating parties to this agreement. The Executive Board is comprised of a Chairman, Vice Chairman, Secretary/Treasurer, and seven other board members. The Executive Board will be responsible for the implementation and conduct of the terms of this agreement on behalf of the participating parties.
- III. DUTIES OF COMET. The primary duties of COMET consist of the following:
  - A. To conduct covert and overt narcotics investigations on individuals and organizations engaged in illegal drug related activities.
  - B. To establish liaisons with the respective state and federal prosecutors for legal advice encouragement of vigorous prosecution of Task Force investigations.
  - C. To develop and maintain an intelligence database on the trafficking of narcotics and dangerous drugs and other related criminal activities.
  - D. To establish liaisons with local, state and federal law enforcement agencies in southwest Missouri to better coordinate drug investigations and disseminate drug related intelligence.

- IV. LIABILITIES AND INSURANCE. The parties understand that personnel appointed to COMET remain employees of their respective departments and those departments agree to supply necessary equipment items, and to compensate such as workman's comp, benefits, salary, and insurance, not supplied by COMET, their officer(s) for personal services rendered in support of Task Force operations.

(NOTE: The member's salary, overtime/compensation time, and benefits may be reimbursable to their respective department, or agent, at the discretion of the Executive Board.)

- V. DUTIES OF COMET EXECUTIVE BOARD. The Executive Board agrees to provide the following:

- A. As much manpower as it is deemed appropriate and manageable by the officer in charge with the authority of the Executive Board.
- B. Adequate equipment and supplies for and including, but not limited to, telecommunications, radio communications, surveillance, and officer protection. This should also include office space, office equipment, and supplies.
- C. Due to federal regulations, all federal forfeiture funds received are deposited, directly from US Department of Justice Asset Forfeiture Program, to the Project Directors agency.

- VI. OPERATIONAL PROCEDURES. The parties agree that the following operational procedures shall prevail throughout the duration of this agreement:

A. Officer in-charge:

- 1. Will have full tactical control of day-to-day operations of COMET. He or she shall be appointed or employed by and responsible to the Executive Board. The Executive Board may terminate the appointment or employment of the officer in charge without notice.
- 2. The OIC will be responsible for the direction and coordination of the task force. He/she will meet and confer with the Executive Board to review and address issues concerning operational matters within COMET. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Each agency retains the responsibility for the conduct of its personnel.

B. COMET Members:

- 1. Will be selected and empowered by the Executive Board or the Board's designee after interviews, background investigations (when appropriate), and recommendations by committee appointed by the Executive Board. The Executive Board reserves the right to refuse any potential COMET member.

2. Will be a full-time peace officer and, prior to appointment, have been afforded appropriate training as required by law. COMET members shall possess a commission by one or more officially recognized law enforcement agencies. Their commission(s) shall provide the member with legal authority to enforce drug trafficking statutes on a multi-jurisdictional basis. He or she shall be solely directed and supervised by the Office in Charge.
3. Will adhere to all laws of the State of Missouri and the United States of America.
4. Will maintain compliance with the respective agency's policies and procedures as well as the policies and procedures of the COMET. In the event of conflict, the most rigid standard will be adhered to.

VII. OTHER OPERATIONAL CONSIDERATIONS.

- A. Report Writing – Report writing and case preparation procedures, and documentation of officer's expenditures, shall be in accordance with policies and procedures approved by the Executive Board or the Board's designee.
- B. Confidential Sources – Confidential informant documentation, handling procedures, and payments procedures shall be utilized by the COMET members in accordance with policies and procedures approved by the Executive Board.
- C. Deconfliction- The local authority in whose jurisdiction COMET is operating should be notified and, when appropriate, should participate in the operation. This provision may be waived if exigent circumstances do not permit notification and/or participation is unwise. If this provision is waived, the executive board shall be notified by the president to determine when and if notification will be made.
- D. All equipment provided to COMET by participating parties will be under the control of the task force until such time as:
  1. COMET is disbanded,
  2. The donating party withdraws from COMET or,
  3. The donating party formally requests the return of the equipment, at such time the party's equipment shall be returned within 10 working days and the transfer shall be documented.
  4. Equipment under the control of COMET may only be loaned to other agencies with the written consent of the Officer in Charge or his/her designee. All equipment on loan shall be documented.
- E. All assigned members of COMET will adhere to their respective agencies policies and procedures concerning the use of force. Copies of all applicable policies from the assigned member agency shall be provided to the officer in charge.

- F. News Media – Response to media inquiries shall be coordinated with the officer in charge. All press releases and conferences shall be held upon agreement and through coordination with participating agencies. All press releases shall exclusively not make reference to the COMET Drug Task Force unless approved by the officer in charge.

VIII. TERMINATION/MODIFICATION OF AGREEMENT.

Any party may withdraw from this agreement thirty days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.

- IX. We the undersigned agree to support this cooperative effort in the manner outlined herein, and the Combined Ozarks Multi-jurisdictional Enforcement Team Constitution and By-laws, a copy of which is attached and is made part of this agreement as if recited herein.

## Combined Ozarks Multi-jurisdictional Enforcement Team Interagency Agreement

This continuing agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the agency head representing the jurisdiction below and the C.O.M.E.T. Drug Task Force.

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Signature of City/County Representative

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Printed Name of City/County Representative

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Agency

Representing the C.O.M.E.T. Drug Task Force

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Signature of Chairman