



Board of Aldermen Request for Action

MEETING DATE: 12/20/2022

DEPARTMENT: Police

AGENDA ITEM: Resolution 1160, Mutual Aid Intergovernmental Agreement with Excelsior Springs

REQUESTED BOARD ACTION:

Motion to approve Resolution 1160, authorizing and directing the Mayor to enter into an intergovernmental agreement for mutual aid with the Excelsior Springs.

SUMMARY:

Mutual Aid Agreements have been used as an efficient means of providing resources in the event of disasters for many years. Written agreements to provide for mutual aid and assistance between the municipalities and county entities in the event of a mass casualty incident or emergency is executed according to Section 44.090, 70.815, 70.820, and 70.837 RSMo.

PREVIOUS ACTION:

The City of Smithville has entered into Mutual Aid Agreements in the past with five other governing entities.

POLICY OBJECTIVE:

Emergency Preparedness

FINANCIAL CONSIDERATIONS:

The financial impact is expected to be minimal.

ATTACHMENTS:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Mutual Aid Agreement | |

RESOLUTION 1160

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID WITH THE CITY OF EXCELSIOR SPRINGS.

WHEREAS, it is recognized that in certain situations the use of law enforcement officers to perform duties outside the territorial limits of the jurisdiction where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public; and

WHEREAS, mutual aid agreements have proven to be an efficient and effective tool in providing resources to communities to assist with emergency protection services when needed; and

WHEREAS, the parties have each determined that it is in the public interest of both entities to enter into this Intergovernmental Agreement, as authorized by Missouri law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE
CITY OF SMITHVILLE, MISSOURI:**

That the Mayor is hereby authorized and directed to execute the attached Intergovernmental Agreement with the City of Excelsior Springs, Missouri.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 20th day of December 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the City of Excelsior Springs, Missouri, Police Department, and the City of Smithville, Missouri, Police Department. Such entities will be referred to herein as "Parties," collectively, and "Party" individually. This Agreement shall remain in full force and effect until modified by all of those political subdivisions who have executed this agreement, or until terminated as set forth herein.

WHEREAS, it is recognized that in certain situations the use of law enforcement officers to perform police duties outside the territorial limits of the jurisdiction where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

WHEREAS, the Parties have each determined that it is in the public interest of both entities to enter into this Intergovernmental Agreement, as authorized by Missouri law.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Intergovernmental Public Service and Assistance.

This Agreement for "Intergovernmental Police Service and Assistance" is executed pursuant to Sections 70.815, 70.820, 70.835, RSMo.

Section 2. Purpose of Agreement.

It is recognized that in certain situations the use of police officers to perform police duties outside of the territorial limits of the municipality where such officers are legally employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

Section 3. Authorization.

Each political subdivision executing this Agreement shall provide mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state and assist each of the other members by the provision of specialized services to their mutual aid in the protection of health, life, and property involving emergency incidents or special situations which arise and require such assistance.

Section 4. Definition of Terms.

The following terms shall have the following meanings when used in this Agreement:

- a. "Police Personnel" means any sworn officer, public safety officer, sheriff, deputy sheriff, reserve police officer, marshal, constable, or deputy constable who has completed a training program as promulgated by Chapter 590 RSMo. With said training being a prerequisite to the authority of police personnel to respond outside corporate city limits.
- b. "Members" means a political subdivision as defined by 70.815 1.(2), which is a party to this Agreement, and has passed legislation allowing police personnel of the political subdivision to respond to emergencies in the fashion provided herein.
- c. "Political Subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.
- d. "Chief Administrative Officer" means the mayor or city administrator/manager of a municipality, the county executive or presiding county commissioner of a county or the chair of the Kansas City, Missouri Board of Police Commissioners.
- e. "Chief Law Enforcement Officer" means the chief of police of a municipality, director of public safety, or the sheriff of a county.
- f. "Disaster" means a fire, earthquake, flood, tornado, hazardous material incident or other natural or man-made emergency.
- g. "Emergency Situation" means any situation in which police personnel have a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat of injury to any person, property, or governmental interest, and the officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. The determination of the existence of any emergency situation shall be in the discretion of the officer making the response or in the discretion of the Excelsior Springs' Chief of Police, or an authorized designee, or in the discretion of the Smithville Chief of Police, or an authorized designee.
- h. "Responding Member" is a signatory hereto who is called upon to provide mutual aid.
- i. "Requesting Member" is a signatory who is requesting another member to provide mutual aid.

Section 5. Power and Authority.

- a. The members hereby authorize and direct their respective chief law enforcement officer or the officer commanding in his/her absence to render and request mutual police aid to and from the other members to the extent of available personnel and equipment not required for adequate protection of the members rendering aid. The judgment of the chief law enforcement officer, or officer commanding in his/her absence, of each member rendering aid, as to the amount of personnel and equipment available, shall be final.
- b. Police personnel who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the political subdivision which regularly employs such officer shall be under the direction and authority of one (1) person designated by each chief law enforcement officer. Such personnel shall in turn be under the direction-and authority of the local commanding police officer of the member to which they are called to perform mutual aid and shall be police personnel thereof. Respective members' police personnel shall have all immunities, powers, and authority of police personnel as provided by law, including the power of arrest.
- c. Except in cases of an emergency situation or a disaster the requesting member's chief law enforcement officer, or designee, should transmit such request for personnel or services in writing to the responding member's chief law enforcement officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.
- d. In the case of an emergency situation or a disaster which prevents the prior written request for services by the requesting member, the request may be made orally and recorded by the responding member agency. The chief law enforcement officer, or designee, of the responding member shall furnish a written statement of service rendered to the requesting member no less than five (5) days after the termination of the need for such personnel or services by the requesting member.
- e. Police personnel rendering aid pursuant to this agreement shall have the same powers and authority as police personnel of the requesting jurisdiction, and shall have the same immunity as if acting within their own jurisdiction.

Section 6. Communications.

Responding members shall either be supplied with radios that include the requesting agency's frequencies, or they shall be assigned to work with an officer of the requesting agency. They shall, in no case, be assigned to a post or function without the ability to communicate with the command post and other officers.

Section 7. Compensation.

Mutual aid assistance shall be rendered without charge to a member both during the normal conduct of police business and in emergency situations.

Section 8. Liability.

- a. Each member shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This Agreement shall not be so construed as to create any relationship between the police personnel of one member and the other member. Each member hereto agrees to procure insurance coverage in an amount reasonably sufficient to satisfy the liability for damages reasonably foreseeable from the activities herein contemplated, or shall be self-insured.
- b. A member shall not be liable to the other member for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any police problem arising out of any assistance requested or provided hereunder.
- c. This agreement shall not be construed as an agreement for the benefit of any third party.
- d. The members agree that police personnel shall retain all pension and disability rights and other regular benefits of employment while performing duties in accordance with the Agreement.
- e. Venue for any action arising out of this Agreement shall be Clay County, Missouri.

Section 9. Effective Date of Agreement.

This Agreement shall be in full effect and legally binding at such time as it is signed and certified by each member.

Section 10. Entire Agreement and Modification.

- a. This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of the Agreement. This Agreement may be amended or modified only in writing, which amendment or modification must be authorized by each member's respective governing body by ordinance.
- b. This Agreement shall be governed by the laws of the United States and the State of Missouri and that, notwithstanding anything that may be found in the Agreement to the contrary, the members do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or by statute.
- c. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. Condition Precedent: This Interlocal Agreement for Mutual Police Aid and Cooperation shall be null and void and of no effect unless and until the City of Excelsior Springs and the City of Smithville have by Ordinance, obtained the authority to enter into this Agreement.

Section 11. Termination of Agreement.

- a. This Agreement shall remain in full force and effect until such time as a member, through its elected commission, board, or council passes an ordinance terminating this Agreement. Either party to this Agreement may terminate this Agreement at will.
- b. Copies of any such ordinance shall be filed with the clerk of each member within thirty (30) days of its passage.
- c. Each member agreeing to the terms and conditions of this Mutual Aid Agreement shall

evidence their agreement by executing a certificate and forwarding a copy to other members participating in the Agreement.

[Remainder of page intentionally left blank]

City of Excelsior Springs, Missouri:

Sharon Powell

Sharon Powell, Mayor

Dated: December 5, 2022

ATTEST:

Shannon Stroud
Shannon Stroud, City Clerk



City of Smithville, Missouri:

Damien Boley Mayor

Dated:

Attest:

Linda Drummond, City Clerk