

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE EXCELSIOR SPRINGS POLICE DEPARTMENT TO ESTABLISH A MUTUAL AID AGREEMENT IN THE EVENT ASSISTANCE OR RESOURCES ARE REQUESTED.

WHEREAS, the Gladstone Police Department has established and maintained working relationships with other agencies in the Northland; and

WHEREAS, the Gladstone Police Department and other surrounding agencies rely on the cooperation and resources of local jurisdictions to strengthen capabilities through training, intelligence sharing, technical support, patrol support and investigative assistance; and

WHEREAS, both the City of Gladstone and the Excelsior Springs Police Department understand the importance and effectiveness of inter-agency cooperation; and

WHEREAS, the City of Gladstone believes a Memorandum of Understanding with the Excelsior Springs Police Department to formally establish a mutual aid agreement is beneficial to both agencies.

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

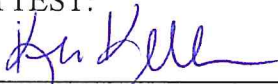
THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a cooperative agreement with the City of Excelsior Springs, Mo Police Department to provide law enforcement resources if requested on the terms and conditions described herein and as more particularly set forth in the Memorandum of Understanding.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 14TH DAY OF NOVEMBER, 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk

1st Reading: November 14th, 2022

2nd Reading: November 14th, 2022

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the City of Excelsior Springs, Missouri, Police Department, and the City of Gladstone, 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 Gladstone 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.

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.

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]

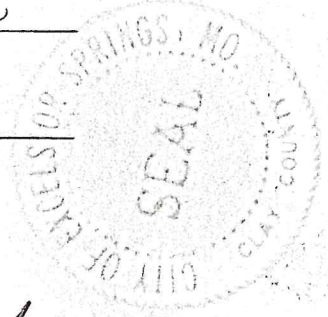
City of Excelsior Springs, Missouri:

Sharon Powell
Sharon Powell, Mayor

Dated: 12/19/22

ATTEST:

Shannon Stroud
Shannon Stroud, City Clerk



City of Gladstone, Missouri:

Scott Wingerson
Scott Wingerson, City Manager

Dated: 12/14/2022

ATTEST:

Kris Keller
Kris Keller, City Clerk

ORDINANCE NO. 22-12-07

AN ORDINANCE APPROVING A MUTUAL ASSISTANCE AGREEMENT BY AND
BETWEEN THE CITY OF EXCELSIOR SPRINGS, MISSOURI AND THE CITY OF
GLADSTONE, MISSOURI

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EXCELSIOR SPRINGS,
MISSOURI, AS FOLLOWS:


Section 1. The City Council hereby approves an agreement between the City of Excelsior Springs, Missouri and the City of Gladstone, Missouri, a copy of which is attached hereto and incorporated herein by reference.

Section 2. The City Council hereby authorizes the Mayor to execute the agreement on behalf of the City.

Section 3. The City shall, and the officials, agents, and employees of the City are hereby authorized and directed to take such further action, and execute such documents, certificates, and instruments as may be necessary to carry out and comply with the intent of this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

INTRODUCED IN WRITING, read by title two times, passed and approved this 19th day of December, 2022.


Sharon Powell
Sharon Powell, Mayor

ATTEST:

Shannon Stroud
Shannon Stroud, City Clerk

REVIEWED BY:

Molly McGovern
Molly McGovern, City Manager

COPY



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 22-38

ORD # 4.615

Date: 10/20/2022

Department: Police

Meeting Date Requested: 11/14/2022

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

Subject: An Ordinance authorizing the City Manager to enter into a cooperative agreement with the City of Excelsior Springs, Missouri Police Department to provide Gladstone law enforcement resources if called upon for assistance.

Background: The Gladstone Police Department has established working relationships with other agencies in the Northland wherein agencies rely on each other to provide manpower and resources in times of need and/or significant events. To ensure those requests for assistance can be accommodated with full legal authority for our officers and staff, the Excelsior Springs Police Department has requested a formal Memorandum of Understanding (MOU) between the two agencies. Passage of the proposed Ordinance will allow the City Manager to sign the Memorandum with the Excelsior Springs Police Department.

Budget Discussion: Funds are budgeted in the amount of \$0 from the N/A Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends approval of the proposed Ordinance

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

Fred Farris
Department Director/Administrator

JM
City Attorney

SW
City Manager