

**AN ORDINANCE DIRECTING THE CITY MANAGER TO EXECUTE A MUTUAL AID AGREEMENT WITH THE PLATTE COUNTY SHERIFF'S DEPARTMENT FOR INTERGOVERNMENTAL LAW ENFORCEMENT SERVICE AND ASSISTANCE.**

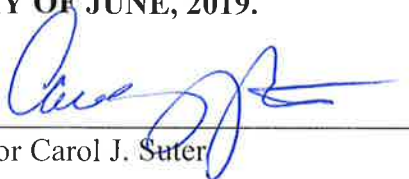
LEGISLATIVE FINDINGS

1. The City of Gladstone and the Platte County Sheriff's Department recognize there are instances where the use of law enforcement officers to perform law enforcement duties outside the territorial limits of the municipality or county where such officers are legally employed may be desirable and necessary in order to preserve the peace and protect the health, safety, and welfare of the public.
2. Mutual aid services between law enforcement agencies may serve to further the investigation of criminal activity and enforcement of the laws of the state.
3. Law enforcement agencies would benefit from the provision of specialized services between agencies.
4. The Mutual Aid Agreement is in the best interests of the residents of the City of Gladstone and is executed pursuant to Sections 70815, 70.820, 70.835, AND 70.837 RSMo. 2016.

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

1. The City of Gladstone hereby enters into a Mutual Aid Agreement; and
2. The City Manager is directed to execute the Mutual Aid Agreement in substantially the form presented to the City Council.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 10<sup>TH</sup> DAY OF JUNE, 2019.**

  
\_\_\_\_\_  
Mayor Carol J. Suter

**ATTEST:**

  
\_\_\_\_\_  
Ruth Bocchino, City Clerk

FIRST READING: June 10, 2019

SECOND READING: June 10, 2019



## *Request for Council Action*

RES ☐ # City Clerk Only

BILL ☒ # 19-24

ORD # 4.475

Date: 6/3/2019

Department: Public Safety

Meeting Date Requested: 6/10/2018

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

Subject: Mutual Aid Agreement w/Platte County Sheriff

Background: The Platte County Sheriff requests a mutual aid agreement with Gladstone Department of Public Safety.

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

Public/Board/Staff Input: It is recommended the mutual aid agreement be approved and signed by the City Manager.

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

Department Director/Administrator  
Chief Michael J. Hasty  
Director of Public Safety

City Attorney  
PC

City Manager  
SW



***Department of Public Safety  
Administration  
Memorandum MJH 19-11***

**DATE:** June 3, 2019

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

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

**CC:** Chris Williams, City Attorney  
Captain Robert L. Hays, Police Field Services Division Commander  
Captain Jeffrey R. Self, Support Services Division Commander  
File

**RE:** MUTUAL AID AGREEMENT – PLATTE COUNTY SHERIFF

An ordinance authorizing you to sign a Mutual Aid Agreement with the Platte County Sheriff's Office will appear on the City Council Meeting Agenda on Monday, June 10, 2019. The Public Safety Department enjoys an excellent professional relationship with the Platte County Sheriff's Department and our agencies have collaborated on several occasions.

The police chiefs of Gladstone, Liberty, North Kansas City, and Riverside have developed an interagency agreement to assist one another on "officer-involved shooting" incidents and have discussed expanding this to include in-custody death investigations. Platte County Sheriff Mark Owen is aware of this agreement and expressed interest in having the availability of this group of trained investigators to assist his agency in the event they experience an "officer-involved shooting" incident. In turn, he has indicated he would be more than willing to assist Gladstone Public Safety Department and any other municipality as needed for law enforcement services.

The Mutual Aid Agreement on the City Council Agenda formalizes this relationship and meets the statutory requirements for law enforcement mutual aid. I believe this agreement serves the best interests of the citizens of Gladstone and Platte County. It also promotes a cooperative environment among law enforcement agencies, particularly in the northland.

City Attorney Chris Williams has reviewed the agreement and has approved its form. The cities of Riverside, North Kansas City, and Liberty have also agreed to present a mutual aid agreement with Platte County Sheriff's Department to their respective city councils. Please advise if you need further information.

B71 19-24



## PLATTE COUNTY SHERIFF'S OFFICE

MARK OWEN  
SHERIFF

July 1, 2019

Mr. Scott Wingerson  
Gladstone City Manager  
7010 N Holmes  
Gladstone, MO 64118

Dear Mr. Wingerson:

Please find enclosed your copy of the mutual aid contract signed by the Platte County Commission.

Please call me at 816-858-3455 if you have any questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keitha Pettijohn", with a long horizontal flourish extending to the right.

Keitha Pettijohn

## MUTUAL AID AGREEMENT

Bill 19-24  
ORD 4.474

This Mutual Aid Agreement ("Agreement") made and executed this 18th day of June 2019, between the City of Gladstone, Missouri, the Platte County Sheriff's Office and Platte County, Missouri, each herein called "Party," provides as follows:

### Section 1. Intergovernmental Law Enforcement Service and Assistance.

This agreement for "Intergovernmental Law Enforcement Service and Assistance" is executed pursuant to Sections 70.815, 70.820, 70.835 AND 70.837 RSMo. 2016.

### Section 2. Purpose of Agreement.

It is recognized that in certain situations the use of law enforcement officers to perform law enforcement duties outside of the territorial limits of the municipality or county 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.

The parties undersigned agree to provide mutual aid services in furtherance of the investigation of criminal activity and enforcement of the investigation of criminal activity and enforcement of the laws of this state, and to assist each other by the provision of specialized services to their mutual aid in the protection of health, life and property involving emergency incidents or 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. "Law Enforcement Officer" means any law enforcement officer, sheriff, deputy sheriff, constable or deputy constable, or marshal.
- B. "Law Enforcement Personnel" means any sworn law enforcement officer, reserve law enforcement officer or marshal who has completed a training program as promulgated by Chapter 590 RSMo., with said training being a prerequisite to the authority of law enforcement personnel to respond outside corporate city limits.
- 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, city manager or city administrator of a municipality, or the county executive or presiding county commissioner of a county.
- E. "Chief Law Enforcement Officer" means the chief of police, constable or marshal of a municipality or the sheriff of a county.
- F. "Emergency Situation" means any situation in which law enforcement 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.

G. "Responding Party" is a signatory hereto who is called upon to provide mutual aid.

H. "Requesting Party" is a signatory hereto who is requesting another party to provide mutual aid.

#### Section 5. Power and Authority.

- A. Each party undersigned does hereby authorize only its chief law enforcement officer or the officer commanding in his/her absence to render and request mutual aid to and from the political subdivision to the extent of available personnel and equipment not required for adequate protection of the political subdivision rendering aid. The judgment of the chief law enforcement officer, or officer commanding in his/her absence, of each party rendering aid, as to the amount of personnel and equipment available shall be final.
- B. Law enforcement officers who shall be commanded by their superior authority to maintain the peace or perform law enforcement duties outside the territorial limits of the municipality or county which regularly employs such officers shall be under the direction and authority of one (1) person designated by each chief law enforcement officer. Such person shall in turn be under the direction and authority of the local commanding law enforcement officer of the municipality or county to which he is called to perform law enforcement or peace duties and shall be peace officers thereof. They shall have all immunities, powers and authority of law enforcement and peace officers as provided by law, including the power of arrest.
- C. Except in cases of emergencies presenting an imminent threat to public safety and health, the requesting party's chief law enforcement officer, or designee, should transmit such request for personnel or services to the responding party'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 emergency situations which prevent the prior written request for services by the requesting party, the request may be made orally and recorded by the responding party agency. All investigative or case reports shall be prepared and maintained by the requesting party. For purposes of uniformity, there will be no duplication in the preparation of reports, but rather a single report prepared by a designated individual, and that report will be duplicated as necessary.

#### Section 6. Compensation.

Mutual aid assistance shall be rendered without charge to a party both during normal conduct of law enforcement business and in emergency situations.

#### Section 7. Liability.

- A. Each party shall be responsible for all claims, damages and losses sustained by its own law enforcement agency and law enforcement personnel. This Agreement shall not be so construed as to create any relationship between the law enforcement personnel of one party and the other party. Each party 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 party shall not be liable to the other party for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or handle any law enforcement 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 parties agree that all individuals shall retain all pension and disability rights while performing duties in accordance with this Agreement.

Section 8. 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 party.

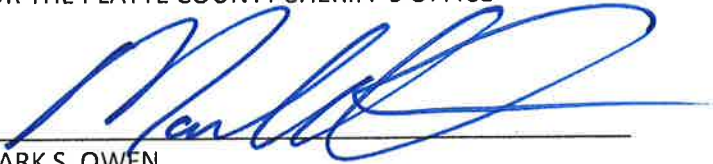
Section 9. Entire Agreement and Modification.

- A. This writing is intended by the parties as a final expression of this Agreement and is also intended as a complete and exclusive statement of the terms of this Agreement. This Agreement may be amended or modified only in writing by each party's respective city council, county commission, or board of alderman, by ordinance.
- B. This Agreement shall be governed by the laws of the United States and the State of Missouri and, notwithstanding anything which may be found in the Agreement to the contrary, the parties 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 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 10. Termination of Agreement.

- A. This Agreement shall remain in full force and effect until such time as any party, through its elected commission or council, passes an ordinance terminating this Agreement. Either party to this Agreement may terminate this Agreement upon sixty (60) days written notice of such intent prior to terminating this Agreement.
- B. Copies of any such ordinance shall be filed with the clerk of each party within thirty (30) days of its passage.


FOR THE PLATTE COUNTY SHERIFF'S OFFICE



MARK S. OWEN  
PLATTE COUNTY SHERIFF

Approved by the Platte County Commission July 1, 2019.

SIGNED:



PRESIDING COMMISSIONER



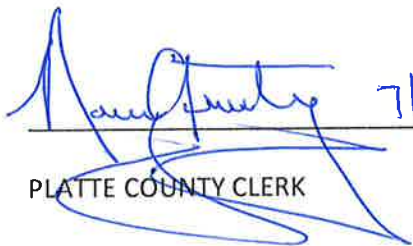
1<sup>ST</sup> DISTRICT COMMISSIONER

**SCHEDULED ABSENCE**

\_\_\_\_\_

2<sup>ND</sup> DISTRICT COMMISSIONER

ATTEST:



7/1/2019

PLATTE COUNTY CLERK



FOR THE CITY OF GLADSTONE MISSOURI:



---

CITY MANAGER SCOTT C. WINGERSON

DATED: June 18, 2019.

ATTEST:



---

CITY CLERK



# PLATTE COUNTY COMMISSION

DAGMAR WOOD  
1ST DISTRICT COMMISSIONER

RON SCHIEBER  
PRESIDING COMMISSIONER

JOHN ELLIOTT  
2ND DISTRICT COMMISSIONER

## COUNTY COMMISSION ORDER: 2019 - CO - 088

Department: Sheriff

Prepared By: Erik Holland

### IN THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI

AN ORDER APPROVING A MUTUAL AID AGREEMENT BETWEEN PLATTE COUNTY, MISSOURI AND THE CITY OF GLADSTONE, MISSOURI.

WHEREAS, it is in the best interests of the citizens of Platte County that the County enter into a Mutual Aid Agreement with the City of Gladstone, MO for the purpose of Intergovernmental Law Enforcement Service and Assistance.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. **CONTRACT APPROVAL** The COUNTY is hereby authorized to enter into a Mutual Aid Agreement with the City of Gladstone, MO for the purpose of Intergovernmental Law Enforcement Service and Assistance.
2. **EXECUTION OF CONTRACT.** The Presiding Commissioner and the County Clerk are hereby authorized to execute the Contract in substantially the form of the proposed Contract attached hereto, together with any and all other documents as needed to carry out the intent of this Order.

BUDGET IMPACT: \$0.

This Order shall be effective immediately upon passage.


Done this 1<sup>st</sup> day of July, 2019 at Platte City, Missouri.

ATTEST

  
Nancy Armstrong  
County Clerk



  
Ron Schieber  
Presiding Commissioner

  
Dagmar Wood  
1st District Commissioner

**SCHEDULED ABSENCE**

  
John Elliott  
2nd District Commissioner