

**BILL NO. 23-07**

**ORDINANCE NO. 4.625**

**AN ORDINANCE AUTHORIZING EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT FOR CLAY COUNTY SHERIFF'S OFFICE SPECIAL TACTICS AND RESPONSE TEAM BETWEEN THE CITY OF GLADSTONE, MISSOURI AND CLAY COUNTY, MISSOURI.**

**WHEREAS**, the City of Gladstone, Missouri desires to enter into an agreement with Clay County, Missouri (the "County") for the development of a multi-jurisdictional special weapons and tactics/crisis negotiation team; and

**WHEREAS**, the City is authorized to enter into such an agreement pursuant to Article VI, Section 16 of the Missouri Constitution, Section 70.220, RSMo, as amended, and Section 44.090, RSMo.


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

**SECTION 1.** That the City Manager is hereby authorized, on behalf of the City of Gladstone, Missouri, to execute the Interlocal Cooperation Agreement for Clay County Sheriff's Office Special Tactics and Response Team, a copy of which is attached hereto as Exhibit A and approved.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and approval.

**SECTION 3.** That all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 13TH DAY OF FEBRUARY, 2023.**

  
\_\_\_\_\_  
Bill Garnos, Mayor

ATTEST:

  
\_\_\_\_\_  
Kris Keller, City Clerk

First Reading: February 13, 2023

Second Reading: February 13, 2023

Exhibit A STAR Agreement



## *Request for Council Action*

RES  # City Clerk Only

BILL  # 23-07

ORD # 4.625

Date: 1/17/2023

Department: Police

Meeting Date Requested: 2/13/2023

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 Clay County Sheriff's Office to provide Gladstone law enforcement officers and resources to the Clay County Special Tactics and Response Team (STAR).

**Background:** Prior to 2021, the Gladstone Police Department maintained a Tactical Team, commonly referred to as a SWAT team, to handle high risk incidents requiring specialized equipment, tactics and training. As many of these incidents require more personnel than many agencies can allot, the Gladstone Police Department operated under a Mutual Aid agreement with Liberty, North Kansas City, and Riverside to augment each other in these type incidents. Upon reviewing our agency's personnel, training, and staffing issues, it was determined that this agency could no longer support such a specialized team on our own and the team was dissolved. Prior talks to create a Northland regional tactical team were under way and the Clay County Sheriff's Office and Gladstone PD have led the Northland in making that a reality. The remaining members of the Gladstone PD team were folded into the Clay County STAR team to ensure our city maintains a tactical option to handle those unique and high risk incidents. Passage of the proposed Ordinance will allow the City Manager to sign the Memorandum of Understanding, allowing Gladstone law enforcement resources to be directed toward the Clay County STAR Team.

**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

**INTERLOCAL COOPERATION AGREEMENT FOR  
CLAY COUNTY SHERIFF'S OFFICE SPECIAL TACTICS AND RESPONSE (STAR)  
TEAM**

THIS AGREEMENT is entered into as of this 19<sup>th</sup> day of April, 2023, by and between the undersigned parties (hereafter individually "Party" and collectively "Parties").

**RECITALS**

WHEREAS, the Parties and their representative law enforcement agencies:

1. Wish to provide for law enforcement personnel backup and other such assistance as any of the parties may require in time of emergency or other time of need;
2. Have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for law enforcement responses, often to high-risk/critical incidents which require the specialized attention of a team trained specifically to be effective in highly volatile situations;
3. Expressed a desire to respond more swiftly to critical law enforcement incidents, with enhanced local control and a more consistent response, and with a combined larger group of officers than any one of the agencies could provide alone;
4. Recognize that law enforcement incidents of a serious criminal nature require the need for a specially trained and equipped team and that responses to these incidents are better served and more economical when the resources are combined to form a multi-jurisdictional special weapons and tactics/crisis negotiation team; and

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, IT IS AGREED AS FOLLOWS:**

- I. Purpose. The purpose of this Agreement is to define the roles and responsibilities of the Parties when providing mutual aid and assistance through the activation of the Team in responding to critical law enforcement incidents.
- II. Definitions: As used herein the following terms shall have the following meanings:
  - A. "Agency(ies)" or "Cooperating Agency(ies)" shall mean the Clay County Sheriff's Office and the Gladstone Police Department.
  - B. "Team" shall mean all duly sworn paid law enforcement officers in the employment of any Agency that have been assigned by their employing Agency head to participate in the STAR Team in accordance with the policies and procedures as adopted by the Agencies.

III. Authority:

- A. The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party and Agency, as well as RSMo. §§ 44-090 to 44-091
- B. Each Agency may individually impose on its own officers such conditions or limitations regarding their exercise of statutory law enforcement powers as such Agency may choose and so long as not inconsistent with the terms hereof.

IV. Finance:

- A. All costs associated with the initial purchase, repair, or replacement of a Team member's equipment and clothing shall be the responsibility of the Team member's Agency. This equipment and clothing shall remain the property of the Team member's Agency.
- B. Cost of training for individual Team members will be the responsibility of the Team member's Agency.
- C. Team members are considered employed by his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the Agency that employs the Team member. Thus, personnel costs and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing Agency.

V. STAR Team Operations:

- A. Authority to Arrest and Detain: Subject to the limitations herein, a Team member responding to an incident outside of his or her Agency's jurisdiction shall have full law enforcement authority, including the authority to arrest and detain detailed in RSMO sec.44-091 or;
  - 1. The commission of a felony witnessed by the Team member; or
  - 2. The Team member is a witness to a criminal act or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Team member or any other person or persons:
    - a. While engaged in or providing services under this Agreement.
    - b. While cooperating in investigative activity or other cooperative law enforcement activity authorized by this Agreement.
- B. Internal Affairs Investigations/Disciplinary Actions. Internal Affairs Investigations and disciplinary action arising out of a Team member's conduct, omissions, actions, etc. while serving on the Team shall be handled by Team member's Agency. Notification or initiation of an investigation will follow the employing Agency's policies.
- C. Declining/Delaying/Terminating Response. The Agencies acknowledge that the purpose of this Agreement is to provide mutual aid and assistance in response to critical law enforcement incidents. However, the Sheriff, Police Chief, or designated representative thereof, may decline to respond, may be delayed in responding, or may terminate its response, to an Agency's request for mutual aid and assistance.

- VI. Policies and Procedures. The Team will operate under the policies and procedures in place for the Clay County Sheriff's Office STAR Team.
- VII. Terms of Agreement. This Agreement shall be effective indefinitely or until the time an Agency wishes to end the agreement.
- VIII. Withdrawal:
- A. Process. A Party may withdraw from the Agreement by notifying the remaining Agency in writing.
  - B. Property. If a Party withdraws from this Agreement, the Party shall retain title to all property, resources, and equipment it had prior to, or obtained while, a Party to this Agreement. Within thirty (30) days after withdrawal, the withdrawing Party shall remove and retake possession of such property.
- IX. Liability Insurance: The Parties agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Party and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any other Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.
- X. No Third-Party Benefit. The provisions of this Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anyone, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
- XI. Incorporation of Recitals. The recitals set forth above are, by this reference, hereby incorporated into and deemed part of this Agreement.
- XII. Entire Agreement; Governing Law. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein. This Agreement shall be governed by the laws of the State of Missouri and any action brought to enforce the rights or obligations arising herein shall be proper only in the Circuit Court of Clay County, Missouri.
- XIII. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written amendment, approved and executed by the governing bodies of each Party. No alteration

or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an amendment. Every amendment shall specify the date on which its provisions shall be effective.

- XIV. Assignment. None of the Parties may assign its rights under this Agreement.
- XV. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties.
- XVI. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- XVII. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.
- XVIII. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, or facsimile to the following.

The City: City of Gladstone, Missouri  
Attn: Scott Wingerson  
7010 North Holmes  
Gladstone, Missouri 64118

The County: CLAY COUNTY, MISSOURI  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the Effective Date.

CLAY COUNTY, MISSOURI:

By: Will Akin

Name: WILL AKIN

Title: SHERIFF

Dated: 4/19/23

CITY OF GLADSTONE, MISSOURI:

By: Scott Wingerson

Name: Scott Wingerson

Title: City Manager

Dated: 4/11/23