

BILL NO. 6666

ORDINANCE NO. 8465

AN ORDINANCE ADOPTING AND APPROVING A MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF NORTH KANSAS CITY, MISSOURI, AND THE CITY OF RIVERSIDE, MISSOURI FOR THE USE OF POLICE OFFICERS, UNDER CERTAIN SITUATIONS, TO PERFORM POLICE DUTIES OUTSIDE THE TERRITORIAL LIMITS OF THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS CITY, MISSOURI, AS FOLLOWS:

Section 1. The City Council does hereby find and determine that it is in the best interest of the citizens and City of North Kansas City, Missouri. to enter into a certain Mutual Aid Agreement with the City of Riverside, Missouri inasmuch as in certain situations the use of police officers to perform police duties outside of the territorial limits of the City 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. A copy of said Mutual Aid Agreement is attached hereto, marked Exhibit "A" and is incorporated herein by reference.

Section 2. The terms and provisions of the Mutual Aid Agreement referred to in Section 1 hereof are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri, on behalf of said City. The Mayor and City Clerk are hereby authorized and directed to execute said Mutual Aid Agreement on behalf of the City of North Kansas City, Missouri.

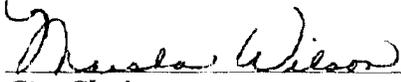
Section 3. The provisions of this Ordinance shall be in full force and effect immediately upon its passage by the City Council and approval by the Mayor.

PASSED this 13th day of April, 2010.



Mayor

ATTEST:



City Clerk

APPROVED this 13th day of April, 2010.



Mayor

APPROVED AS TO FORM:



City Attorney



City Counselor

MUTUAL AID AGREEMENT

This MUTUAL AID AGREEMENT ("Agreement") is made by and among the political subdivisions signing this Agreement, each hereinafter called "member." This Agreement shall become effective when executed by two (2) or more political subdivisions and shall remain in full force and effect until modified by all of those political subdivisions, which have executed this Agreement, or until terminated as set forth herein. It is hereby agreed as follows:

Section 1. INTERGOVERNMENTAL PUBLIC SERVICE AND ASSISTANCE.

This Agreement for "Intergovernmental Police Service and Assistance" is executed pursuant to §§ 70.815, 70.820, and 70.835, **MO. REV. STAT.**

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 in 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.

1. "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, **MO. REV. STAT.** With said training being a prerequisite to the authority of police personnel to respond outside corporate city limits.
2. "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.
3. "Political Subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.

4. "*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.
5. "*Chief Law Enforcement Officer*" means the chief of police of a municipality, director of public safety, or the sheriff of a county.
6. "*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.
7. "*Responding Member*" is a signatory hereto who is called upon to provide mutual aid.
8. "*Requesting Member*" is a signatory who is requesting another member to provide mutual aid.

Section 5. POWER AND AUTHORITY.

1. The members hereby authorize and direct their respective chief law enforcement 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.
2. 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 officers 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.
3. Except in cases of emergencies presenting an imminent threat to public safety and health, 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.

4. In the case of emergency situations which prevent 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.

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.

1. 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 reasonable ~~foreseeable from the activities herein contemplated~~, or shall be self-insured.
2. 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.
3. This agreement shall not be construed as an agreement for the benefit of any third party.
4. The members agree that police personnel shall retain all pension and disability rights 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.

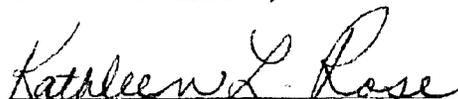
1. This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of this Agreement. This Agreement may be amended or modified only in writing, which amendment or modification must be authorized by each member's respective governing body by ordinance.
2. 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 of its members, whether arising from common law or by statute.
3. 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.

1. 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.
2. Copies of any such ordinance shall be filed with the clerk of each member within thirty (30) days of its passage.
3. 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.

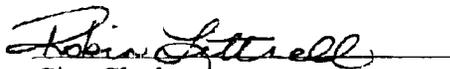
CERTIFICATE

CITY OF RIVERSIDE, MISSOURI


Kathleen L. Rose
Mayor

DATE: 4-7-2010

ATTEST:


City Clerk

CITY OF NORTH KANSAS CITY, MISSOURI


Bill Biggerstaff
Mayor

DATE: 4-13-10

ATTEST:


City Clerk



City of Riverside
Ordinance Overview
#2010-029

The Police Division is in the process of reviewing all of the Mutual Aid Agreements that have been or should be executed with other agencies. This will begin our agreement with North Kansas City, Missouri. It is to Public Safety's advantage to do so. There is no budgetary impact to the city associated with this agreement.

Chris Skinrod