

**INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID, POLICE SERVICES,
EMERGENCY AID AND DISASTER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is entered to facilitate aid from law enforcement or peace officers as defined by the statutes referenced herein (“officers”) employed by the Sheriff of Greene County, Missouri (“GCSO”) and the City of Republic, Missouri through its Police Department (“City”).

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

WHEREAS, Section 70.220, RSMo. authorizes cooperative action between municipalities and political subdivisions, or with an elective or appointed official thereof, for a common service; and

WHEREAS, Section 70.815, RSMo. authorizes the governing body of any political subdivision, by ordinance, order or other ruling, to enter into agreement, the scope of which may be general, with any other political subdivision, for the provision of police services by one political to another on request, without compensation, and that all officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision, and shall have the same immunity as if acting within their own jurisdiction; and

WHEREAS, Section 70.820, RSMo. authorizes officers to respond to emergency situations outside the boundaries of the political subdivision from which such peace officer’s authority is derived pursuant to enabling ordinance, order or other ruling by the governing body of the political subdivision from which the officer derives such officers’ authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring; and

WHEREAS, Section 70.820, RSMo. additionally authorizes that an officer may arrest at any place within the state any person the officer sees asserting physical force or using forcible compulsion for the purpose of causing or creating a substantial risk of death or serious physical injury to any person or any person the officer sees committing a dangerous felony as defined in Section 556.061, RSMo. and that any such action shall be deemed to be within the scope of the officer’s employment; and

WHEREAS, Section 70.837, RSMo. provides that county sheriffs and political subdivision police departments may provide assistance to one another in the state at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident or other such disaster, and

WHEREAS, it is in the public interest to enter into a cooperative agreement for the purpose of providing mutual aid, police services, emergency aid and disaster services outside the jurisdictional boundaries of the City of Republic and within Greene County, Missouri;

THEREFORE, IT IS AGREED AS FOLLOWS:

DEFINITION OF TERMS:

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

1. "Emergency Situation" means any situation in which an officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat or 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. This also includes situations in which the officer is engaged in in fresh or hot pursuit as authorized by law, including Section 544.157, RSMo.

2. "Chief law enforcement officer" means the Sheriff of Greene County, Missouri or the Chief of Police for the City of Republic, Missouri.

3. "Officer" means a Missouri law enforcement officer licensed as required by the Peace Officer Standards and Training (POST) Commission pursuant to Chapter 590 and/or as defined by § 556.061, RSMo. under the command of a chief law enforcement officer.

4. "Aid" means a response by an officer as authorized by their chief law enforcement officer to a request for mutual aid, police services, emergency situation, or disaster services.

5. "Disaster" means a fire, earthquake, flood, tornado, hazardous material incident or other natural or man-made emergency.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Each chief law enforcement officer as defined in this Agreement, or the officer commanding in their absence, or at their direction, is authorized to render and request mutual aid, police services, emergency situation and disaster services, collectively described herein as "aid," to the other chief law enforcement officer as defined in this Agreement, to the extent of available personnel and equipment not required for adequate protection of the party rendering aid. The judgment of the rendering party as to such availability shall be final.

2. Consistent with this Agreement, officers of the GCSO as directed by their chief law enforcement officer may respond or provide aid within the jurisdictional boundaries of the City.

3. Consistent with this Agreement, officers of the City as directed by their chief of law enforcement officer may respond or provide aid within the jurisdictional boundaries of Greene County, Missouri.

3. Officers used to render aid shall continue to follow their own command structure but shall coordinate with the party being aided and render aid to the extent authorized by both chief law enforcement officers.

4. Officers who render aid authorized by this Agreement shall have the same powers, authority, and protections, that they would have acting within their own territorial limits, and the

same powers, authority, and protections provided to officers of the party requesting aid.

5. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

6. A chief law enforcement officer shall endeavor to request aid no fewer than thirty (30) days prior to the date on which aid is desired, and if this is not practicable due to the nature of the need for aid, then at least within a reasonable amount of time prior to the date for which aid is requested.

7. A request that is capable of being made at least five (5) days prior to the date for which aid is desired, shall be in writing, directed to the chief law enforcement officer from whom aid is sought.

8. In the event the event a request is not capable of being made at least five (5) days prior to the date for which aid is desired, such as where the request is based on an emergency situation or disaster, then the request may be conveyed verbally.

9. In the event a request is not capable of being made at least five (5) days prior to the date for which aid is desired, including requests that were conveyed verbally, then the chief law enforcement officer who requested aid shall make a written statement of the aid that was requested, and submit this to the chief law enforcement officer from whom aid was requested, no later than five (5) days after the date for which aid was requested.

10. This Agreement shall not be construed to impose or create any duty to request or render aid, or to provide or refuse aid, or to require that aid be provided in any particular manner.

11. This Agreement shall not form the basis for any person or entity to be liable, to any person or entity, for any act or omission related to the manner in which aid pursuant to this Agreement is requested, refused, or provided, regardless of any delay, mistake, refusal, negligence, or failure to effectively address or resolve any matter arising out of or related to a request for aid or provided or withheld aid.

12. This Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of any kind, including any between any individual who receives, responds, or renders aid, and that no such individual shall be entitled to wages or benefits or compensation of any kind as the result of receiving, responding, or rendering aid, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.

13. This Agreement shall be effective upon the signing of the last signature affixed to this document and shall last through December 31, 2024.

14. This Agreement may be cancelled at any time by the cancelling chief law enforcement officer providing written notice to the other chief law enforcement officer at least six (6) months prior to the effective date of cancellation.

15. This Agreement constitutes the entire understanding described herein and supersedes any prior agreements, written or verbal, and may only be amended or modified by a writing executed with the same formality of this Agreement. This Agreement shall be construed as having been drafted jointly.


16. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

17. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. For purposes of executing this Agreement, a document signed and transmitted electronically, by facsimile machine, or telecopier, is to be treated as an original document. Each signature shall be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the party's duly authorized representatives as set forth below.

GREENE COUNTY SHERIFF'S OFFICE

CITY OF REPUBLIC POLICE DEPARTMENT

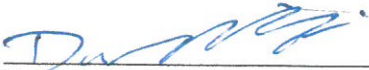


Sheriff Jim C. Arnott
Date: 1-7-21

Chief Brian Sells
Date: _____

Approved as to form:


Approved as to form:



Damon S. Phillips, Legal Counsel
Date: 1/4/21

Scott Ison, City Attorney
Date: _____

GREENE COUNTY COMMISSION



Bob Dixon, Presiding Commissioner

Rusty MacLachlan
Rusty MacLachlan, Associate Commissioner District #1

John C. Russell
John C. Russell, Associate Commissioner District #2

1/20/2021
Date

John Housley
John Housley, Greene County
Legal Counsel
3 8 21
Date

ATTEST: I, Shane Schoeller, the Clerk of the Greene County Commission hereby attests that the above agreement was executed by Commissioners Bob Dixon, Rusty MacLachlan and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

Shane Schoeller
County Clerk, Shane Schoeller

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this 24th day of February, 2021, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

Cindy Stein
Auditor, Cindy Stein



CITY OF REPUBLIC

Matt Russell, Mayor

ATTEST: I, Laura Burbridge, the Clerk of the City of Republic hereby attests that the above agreement was executed by Mayor Russell as authorized by the Board of Alderman pursuant to a duly passed motion of the Board of Alderman approving the agreement.

Laura Burbridge, City Clerk