INTERSTATE LAW ENFORCEMENT
MUTUAL AID AGREEMENT

This AGREEMENT, made and entered into on this _____ day of _____, 2018, by and between the City of Joplin, Missouri, a municipal corporation, (hereinafter referred to as "City") and the Cherokee County Sheriff's Office (hereinafter referred to as "Sheriff's Office") provides as follows:

WHEREAS, § 44.098, RSMo. authorizes law enforcement officers in Jasper and Newton counties, including the Joplin metropolitan area, to respond to lawful requests for aid in Cherokee County, Kansas, during critical incidents; and

WHEREAS, § 48-3602, KSA authorizes the chief law enforcement executive for any law enforcement agency to request assistance from a law enforcement agency, including a jurisdiction located outside the State of Kansas, but within the United States; and

WHEREAS, the parties hereto desire to authorize their law enforcement officers to respond during critical incidents in the other party's jurisdiction when requested.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intended to be legally bound thereby, the parties hereby agree as follows:

Section 1
Purpose of Agreement

This Agreement is made in recognition of the fact that there may be critical incidents outside the jurisdiction of the parties hereto that require the response of the law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment, and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons, and property of citizens during a critical incident by enabling other law enforcement agencies to provide additional resources, equipment, and/or law enforcement personnel as needed.

Section 2
Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Agreement means this Interstate Law Enforcement Mutual Aid Agreement. Counties, municipalities, townships, political subdivisions, and inter-local public agencies of the State of Missouri may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s).

Assisting Party means the participating governmental entity furnishing equipment, resources, supplies, and/or personnel to the Requesting Party under this Agreement.

Critical incident means an incident that could result in serious physical injury or loss of life.

Response shall mean to take any and all action that the officer may lawfully take as if exercising his powers within his own jurisdiction.

Mutual Aid means a definite and prearranged written agreement and plan whereby response and assistance is provided by an assisting party in the event of a critical incident to a requesting party.

Requesting Party means the participating governmental entity requesting aid in the event of a critical incident who has primary jurisdiction over the site of the critical incident, but due to insufficient resources, supplies, equipment, and/or personnel is unable to provide an adequate response to a critical incident without the assistance of others.

Section 3
Scope

A. Any law enforcement officer as defined by section 556.061, RSMo, full-time peace officer as defined by section 590.100, RSMo, of a county or a full-time peace officer of any political subdivision who is certified pursuant to chapter 590, RSMo, or a chief executive officer as defined by section 590.100, RSMo, of a county or any political subdivision, certified pursuant to chapter 590, RSMo, or KSA 74-5602, shall have the authority to respond to a critical incident outside the boundaries of the political subdivision from which such peace officer's authority is derived. Each undersigned party agrees that in the event of a critical incident, they will respond to requests for assistance with such equipment, supplies, resources, and/or personnel as is, in the opinion of the assisting party, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel. The Sheriff, Chief of Police, or highest-ranking available officer shall have the authority to request or respond in the critical incident.

B. Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the municipality that regularly employs such officers shall be under the direction and authority of one 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 municipality or county to which they are called to perform police or peace duties and shall be peace officers thereof. They shall have all immunities, powers, and authority of police and peace officers as provided by law, including the power of arrest.

C. Mutual aid assistance shall be rendered without charge to any party during any critical incidents.

Section 4
Compensation & Benefits

Each party shall be responsible for all claims, damages, and losses sustained by its law enforcement agency and police personnel. This agreement shall not be construed as to create any relationship between the police personnel of one party and the other party. Each party 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. 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 police problem arising out of any assistance requested or provided under this agreement. This agreement shall not be construed as an agreement for the benefit of any third party. The parties agree that all individuals shall retain all pension and disability rights while performing duties in accordance with this agreement.

Section 5
Adoption

Before a peace officer shall have the authority to respond to a critical incident outside the boundaries of the political subdivision from which the officer's authority is derived pursuant to subsection 1 of this section, the authority shall be first authorized by ordinance, order, or other ruling by the governing body of the political subdivision from which the officer derives such officer's authority and by the governing body of the political subdivision in which the critical incident is alleged to be occurring.

Section 6
Liability

Each party to this agreement shall defend, indemnify, and hold harmless the other party to this Agreement from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees.

Section 7
Termination

Either party may terminate this Agreement by giving sixty (60) days written notice to the other party.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

City of Joplin Missouri, a Missouri Municipal Corporation

CITY OF JOPLIN, MISSOURI

By: _____
Matthew Stewart, Chief of Police
Joplin Police Department

ATTEST:

By: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter C. Edwards, City Attorney

CHEROKEE COUNTY SHERIFF'S OFFICE

By: _____
David Groves, Sheriff
Cherokee County Sheriff's Office

ATTEST:

By: _____