

LAW ENFORCEMENT MUTUAL AID AGREEMENT

between

CITY OF COLUMBIA, MISSOURI

and

THE UNIVERSITY OF MISSOURI

WHEREAS, this intergovernmental law enforcement service and assistance agreement is authorized pursuant to Sections 44.090, 70.820, and 70.835 RSMo; and

WHEREAS the parties recognize that in certain situations the use of law enforcement officers to perform police duties outside of the territorial limits of the jurisdiction 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;

NOW THEREFORE, THIS AGREEMENT is entered into and between the City of Columbia ("City" or "CPD") and the University of Missouri Police Department ("University" or "MUPD"), effective as of the date of the last Party to execute, as follows:

1. DEFINITION OF TERMS.

The following terms shall have the meanings set forth below when used in this Agreement:

"Chief Administrative Officer" means the City Manager of the City or the Chancellor of the University.

"Chief Law Enforcement Officer" means the Chief of Police of CPD or MUPD.

"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.

"Parties" means both the City and the University.

"Party" means either the City or the University.

"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 RSMo. With said training being a prerequisite to the authority of police personnel to respond outside corporate city limits. Such peace officer shall be in good standing with the Peace

Officers Standards and Training (POST) program of the Missouri Department of Public Safety.

"Political Subdivision" means any agency or unit of the State of Missouri empowered by law to maintain a law enforcement agency.

"Requesting Party" is a Party hereto who is requesting the other Party to provide mutual aid.

"Responding Party" is a Party hereto who is called upon by the other Party to provide mutual aid.

2. **AUTHORIZATION.**

The Parties hereby agree to provide mutual aid and services in furtherance of the investigation of criminal activity and enforcement of the laws of the State of Missouri, and to assist each other by the provision of specialized services to the mutual aid of the other Party in the protection of health, life and property involving emergency incidents or special situations which arise and require such assistance to the extent the such Party has the resources available and ready to provide such mutual aid as determined in the sole discretion of the Chief Law Enforcement Officer or their designee of such Party. This authorization shall extend the powers of arrest of such Party's police officers to the fullest extent allowed by law as contemplated in Section 70.815 RSMo.

3. **POWER AND AUTHORITY.**

- A. Each Party does hereby authorize its Chief Law Enforcement Officer, or their designee in the absence of the Chief Law Enforcement Officer, to render and request mutual police aid to and from the other party 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 as to the amount of personnel and equipment available and provided pursuant to such request for mutual aid shall be final.
- B. Law enforcement 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 (1) one 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 Party to which such officer is called to perform police or peace duties and shall be peace officers thereof. When acting in such capacity such officer shall have all immunities, powers and authority of police and peace officers as provided by law, including the power of arrest.
- C. Except in case of an emergency 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, or designee, at least fifteen (15) days prior to the expected service date.

- D. In the case of 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 or dispatching agency.
 - E. 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 and maintained by a designated individual within the Requesting Party, and that report will be duplicated as necessary.
 - F. Critical Incidents - MUPD can request CPD's Tactical Unit (SWAT) to assist in the handling of a critical incident(s), armed and/or barricaded subject, suicidal subject, or any other similar event occurring on University property or leased property. The Chief Law Enforcement Officer of CPD, or their designee, can approve or deny such request for assistance.
 - G. MUPD or CPD can request K9, investigative, and other specialized assistance as outlined above in this agreement.
4. **COMMUNICATIONS.** The personnel supplied by the Responding Party shall either have access to the other agencies radio frequency, be supplied with radios that include the frequency of the Requesting Party, or they shall be assigned to work with an officer of the Requesting Agency. The personnel supplied by a Responding Party shall under no circumstances be assigned to a post or function without the ability to communicate with the commend post and other officers.
5. **DECONFLICTION NOTIFICATION.** Parties agree to establish and follow standard deconfliction protocols and procedures.
6. **COMPENSATION.** Mutual aid assistance shall be rendered without charge to the other Party both during normal conduct of police business and in emergency situations.
7. **LIABILITY.** Each Party 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 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. 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 hereunder. Each Party's employees or agents shall be subject to all provisions of law, and retain the same status as an employee or agent, as if such employee or agent was providing services within such Party's own jurisdiction.

8. **TERM.** This Agreement shall be in full effect at such time as it is executed by both Parties. Either Party to this Agreement may terminate this Agreement upon thirty (30) days written notice of such intent prior to terminating the Agreement.
9. **ASSIGNMENT.** Neither Party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other Party.
10. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the Parties and shall not be construed as an agreement for the benefit of any third party. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
11. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto.
12. **MODIFICATION AND WAIVER.** Parties should review this mutual aid agreement annually to determine if any revisions are needed. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom shall in any event be effective, unless the same shall be in writing and signed by the Parties and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
13. **FUTURE COOPERATION.** The Parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
14. **ENTIRE AGREEMENT.** The Parties state this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
15. **GOVERNING LAW.** This Agreement shall be governed by the laws of 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 such Party or its officers and employees whether arising from common law or statute.
16. **SEVERABILITY.** If any one or more of the provision 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below the signature of such party:

CITY OF COLUMBIA

By:

John Glascock, Interim City Manager

Dated: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

APPROVED:

Chief of Police, CPD

UNIVERSITY OF MISSOURI

By:

Dated: _____

ATTEST:

APPROVED:

Chief of Police, MUPD