

LAW ENFORCEMENT SERVICES COOPERATIVE AGREEMENT

THIS AGREEMENT dated the ___ day of _____, 20___, is entered into by and between **Boone County, Missouri** (County), and **City of Columbia;** (City):

WHEREAS, County wishes to facilitate the provision of police services throughout Boone County without the Boone County Sheriff (Sheriff) having to provide deputy sheriff commissions to peace officers from other jurisdictions; and

WHEREAS, it is recognized that City may desire in certain situations to dispatch City law enforcement officers to perform peace officer duties outside the territorial limits of the jurisdiction where such officers are legally employed as is desirable and necessary in order to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, the County and City have the authority under RSMo §70.815 to enter into cooperative agreements for the provision of police services within Boone County, Missouri; and

WHEREAS, when operating under this Agreement, it is the intention of the parties that the City's employees or agents shall be subject to all provisions of law, and retain the same status as an employee or agent, as if those employees or agents were providing services within City's own jurisdiction; and

WHEREAS, the County's Sheriff's Office has attained national accreditation and desires for this law enforcement services agreement to comply with CALEA standards, specifically Section 3.1.1;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **AUTHORIZATION.** The parties agree that City may provide police mutual aid services in furtherance of the investigation of criminal activity and enforcement of the laws of this state and the laws of the City, and to assist in the provision of specialized services to their mutual aid in the protection of health, life, and property which require such assistance, to the extent that City has resources available and ready to do so in the discretion of, and at the direction of, the City Police Chief and the Sheriff. This authorization shall extend the powers of arrest of City's peace officers as contemplated in RSMo §70.815.
2. **PEACE OFFICERS SUBJECT TO AGREEMENT.** Only those peace officers certified and in good standing with the Peace Officers Standards and Training (POST) program of the Missouri Department of Public Safety shall have authority to provide services under this Agreement. This authorization shall extend to all such POST-certified officers of City unless said City is notified by the Sheriff of a withdrawal of this authority as to any specific officer, in the Sheriff's sole discretion.

3. **COMPENSATION.** Mutual aid assistance provided under this Agreement shall be rendered without charge to County both during the conduct of normal police business and in emergency situations.
4. **MANAGEMENT OF PERSONNEL.** The City Police Chief shall retain administrative control of City personnel performing services outside the territorial limits of the City of Columbia pursuant to this Agreement.
5. **LIABILITY.** Each party shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. Neither City or County shall be liable to the other for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively handle any policy problem arising out of any assistance provided hereunder. City's employees or agents shall be subject to all provisions of law and retain the same status as an employee or agent, as if those employees or agents were providing services within City's own jurisdiction.
6. **TERM AND TERMINATION.** The term of this Agreement shall begin immediately upon execution of the same by the County for a period of one-year and shall automatically renew for successive periods of one-year if not terminated as provided for herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 60 days in advance of the intended termination date.
7. **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.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and City. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **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.
10. **MODIFICATION AND WAIVER.** 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 County and City and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
11. **RECORDS.** Each party shall be the custodian of any records generated by that party

pursuant to this Agreement. Said records shall be retained by the respective agency in accordance with applicable law.

12. **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.

13. **ENTIRE AGREEMENT.** The parties state that 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.

14. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

CITY OF COLUMBIA

BOONE COUNTY, MISSOURI

By:

By:

De'Carlton Seewood, City Manager

Kip Kendrick, Presiding Commissioner

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Sheela Amin, City Clerk

Brianna L. Lennon, County Clerk

APPROVED – CPD:

APPROVED – BCSO:

Jill Schlude, Police Chief

Dwayne Carey, Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

C.J. Dykhouse, Boone County Counselor