

# EMERGENCY MUTUAL AID AGREEMENT

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2013, the Missouri political subdivision of City of Kirksville, Missouri, (hereinafter referred to as "the local government") and the Missouri Department of Natural Resources, Missouri State Parks (hereinafter referred to as the "state park rangers"), each being fully advised, have entered into this contract consisting of the following terms and conditions:

1. **STATUTORY PROVISIONS.** Police protection cooperation between the state park rangers and Missouri political subdivisions empowered to maintain a law enforcement agency is authorized pursuant to Section 70.815, RSMo. Under this statute, officers providing police services in another jurisdiction 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.

Pursuant to provisions of Chapter 57, RSMo, the sheriff and sheriff's deputies of the county in which a state park is located have full law enforcement authority within the state park. The purpose of a mutual aid agreement between the state park rangers and the sheriff's department is to provide authority for the state park rangers to respond to emergency situations in unincorporated areas outside the boundaries of the **Thousand Hills State Park**.

Additionally, pursuant to Section 70.820, RSMo, any peace officer who has completed the basic police training program as set forth by statute shall have the authority to respond to an emergency situation outside the boundaries of the political subdivision from whom they derive authority.

As used in this agreement, "emergency situation" is defined as any situation in which the peace officer has 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. "Response" shall mean to take any and all action which the peace officer may lawfully take as if exercising his powers within his own jurisdiction.

2. **COOPERATION AUTHORIZED.** Attached is a copy of the ordinance, order, or other ruling authorizing this agreement by the governing body of the local government with whom the agreement is made. Also attached is a copy of a May 6, 2013 memorandum from the Director of State Parks authorizing the state park rangers to enter into this agreement.

The local government and the state park rangers have agreed that any and all of their peace officers shall be allowed to respond to emergency situations outside the boundaries of the political subdivision from whom the peace officer derives authority. Peace officers from the local government

may respond outside the boundaries of their political subdivision to emergency situations within the boundaries of the state park and state park rangers may respond to emergency situations outside the state park and within the boundaries of the local political subdivision with whom this agreement is entered into. State park rangers may respond to emergency situations outside the boundaries of the state park in unincorporated areas where the governing body of that county has entered into this agreement. Sheriff's officers may respond to any situation located anywhere within the boundaries of the county from whom they derive their authority.

3. **TRAINING OF PEACE OFFICERS.** Each party represents that no peace officer will respond under this agreement unless they have completed the level of training required by Chapter 590, RSMo.

4. **EQUIPMENT DAMAGE.** Equipment and property utilized in carrying out the common police service provided by the contract shall be at the risk of the party owning it, and any loss or damage thereto shall be borne by such owner.

5. **NO LIABILITY FOR FAILURE TO RESPOND.** Neither party to this agreement shall be liable to the other for failure to respond to any call by the other, or for delay, negligence or mistake in receiving or responding to any call, nor shall this contract ever be interpreted as being an agreement for the benefit of any third person.

6. **INSURANCE FOR THE PROTECTION OF PEACE OFFICERS.** In the event any peace officer employed by either party to this agreement is injured, killed or dies of injuries sustained while performing services under this agreement, that peace officer shall be entitled to the benefits and protection of any insurance carried by the officer's employer and not entitled, pursuant to this agreement, to the benefits and protection of any insurance carried by the party requesting the emergency response.

7. **CONSIDERATION.** The consideration for this contract shall be the service given for the protection of lives and property by the peace officers of the local government and by the state park rangers, and no compensation shall accrue or be paid by either party to the other by reason of this contract.

8. **TERMINATION.** This contract may be terminated by either party with thirty (30) days written notice, by certified mail. Such notice shall be mailed either by the Department of Natural Resources, Missouri State Parks to the Clerk of the local governmental unit, or by the local government to the Director of Missouri State Parks, Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, MO 65102-0176. This entire contract, or any of its terms, may be modified only by written agreement between the parties.

9. **DECISION TO RESPOND.** Either the local law enforcement agency or the ranking officer of the state park rangers shall be the sole judge as to whether any portion of their equipment or

personnel can be safely spared to respond to any call for assistance by the other party to this contract.

10. **CONTROL OF THE RESPONDING OFFICERS.** Any peace officer responding to a call for emergency assistance pursuant to this contract shall be considered an officer of the department of which they are regularly employed. That peace officer shall remain in the control of his employer while responding to a call for assistance.

**IN WITNESS WHEREOF**, the City Manager of the City of Kirksville, Missouri, and the Director of Missouri State Parks hereby set their signatures to this contract.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_  
William J. Bryan, Director, Missouri State Parks

CITY OF KIRKSVILLE, MISSOURI

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Mari E. Macomber, City Manager

ATTEST:

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Vickie Brumbaugh, City Clerk