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Filed: 10-25-16

Sponsored by: Hosmer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 246

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental  
2 Agreement with the member agencies of the Central Ozarks Regional  
3 DWI Task Force.  
4  
5

6 WHEREAS, in 2013 the City entered into an agreement with regional  
7 municipalities, the Missouri State Highway Patrol, and the Missouri Highways and  
8 Transportation Commission to combine efforts to benefit the respective citizenry of each  
9 participating jurisdiction by agreeing to create a Regional DWI Task Force; and  
10

11 WHEREAS, the partnering agencies wish to execute an additional agreement  
12 and agree to cooperate for the ultimate goal of DWI crash reduction and detection and  
13 apprehension of DWI offenders in a manner that is beneficial to each of the parties.  
14

15 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
16 SPRINGFIELD, MISSOURI, as follows:  
17

18 Section 1 - The City Manager, or his designee, is hereby authorized to enter into  
19 an Intergovernmental Agreement with the member agencies of the Central Ozarks  
20 Regional DWI Task Force; said agreement to be substantially in the same form and  
21 content as that document attached hereto and incorporated herein by reference as  
22 "Exhibit A."  
23

24 Section 2 - This Ordinance shall be in full force and effect from and after  
25 passage.  
26

27 Passed at meeting: \_\_\_\_\_  
28  
29

30 \_\_\_\_\_  
31 Mayor

32 Attest: \_\_\_\_\_, City Clerk  
33

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Filed as Ordinance: \_\_\_\_\_

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burns, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 246**

FILED: 10-25-16

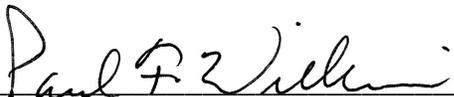
ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement with the member agencies of the Central Ozarks Regional DWI Task Force.

BACKGROUND INFORMATION: By entering into an intergovernmental agreement with member agencies of the Central Ozarks Regional DWI Task Force, the Springfield Police Department (SPD) will be allowed to participate in regional DWI enforcement efforts. The enforcement efforts include sobriety checkpoints and enforcement saturation patrols. When enforcement efforts are conducted in other jurisdictions SPD will take a support (non-custodial) role and assist the host jurisdiction. The agreement also allows SPD to request assistance from other member agencies for enforcement efforts held within Springfield's boundaries.

REMARKS: This agreement is coordinated by MODOT Division of Highway Safety. Expenditures related to Central Ozarks Regional DWI Task Force events will be paid for by MODOT DWI/Sobriety Checkpoint grant funds already received by member agencies. The Springfield Police Department is a recipient of MODOT enforcement grant monies.

Submitted by:

  
\_\_\_\_\_  
Paul F. Williams, Chief of Police

  
\_\_\_\_\_  
Greg Burris, City Manager

## Exhibit A

### INTERGOVERNMENTAL AGREEMENT FOR THE CENTRAL OZARKS REGIONAL DWI TASK FORCE

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the Sheriff's Offices of Cedar, Christian, Greene, Lawrence, Stone, and Webster Counties; the municipal agencies of Billings, Bolivar, Branson, Branson West, Fair Grove, Forsyth, Fordland, Kimberling City, Hollister, Merriam Woods, Nixa, Ozark, Reed Spring, Republic, Springfield, and Strafford; the Missouri State Highway Patrol and the Missouri Highways and Transportation Commission. Such entities will be referred to herein as "participating agencies" collectively, and "participating agency" individually.

WHEREAS, it is recognized that it is mutually beneficial to the citizens of each of the counties participating in this agreement for cooperation toward the goal of detection and apprehension of DWI offenders and reduction of DWI crashes in each of the participating communities.

WHEREAS, Article VI, section 16 of the Constitution of the State of Missouri allows any municipality or political subdivision of this state to contract and cooperate with other municipalities or political subdivisions for a common service.

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

WHEREAS, Revised Missouri Statute Section 70.815 authorizes the governing body of any political subdivision, by ordinance, order or other ruling, to enter into a contract or agreement with any other political subdivision, for the provision of police services by one political subdivision to another on request. The scope of the agreement may be general or specific, and may or may not provide for compensation for such services. 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.

WHEREAS, the Central Ozarks Regional DWI Task Force (Task Force) is funded by grant monies distributed by the Missouri Department of Transportation. In addition to the grant funds provided to the Task Force, it is contemplated by this agreement that each participating agency may provide funding for aspects of Task Force activities that are not funded by the grant.

WHEREAS, it is the intent of the participating agencies that each participating agency will only authorize properly certified law enforcement personnel or peace officers in their department or agency to participate in Task Force activities, other than tasks that may constitute clerical duties. Further, it is the intent of the participating agencies that the individual members of each participating agency will conform to the requirements of the Central Ozarks Regional DWI Task Force grant and board of director protocols when participating in any Task Force project.

WHEREAS, the Sheriff and the authorized agents of the political subdivision have determined that it is in the public interest of these participating agencies to enter into this Intergovernmental Agreement, as authorized by Article VI, section 16 of the Constitution of the State of Missouri, Statute Section 70.220, RSMo and Statute Section 70.815, RSMo.

#### DEFINITION OF TERMS:

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

1. "Law Enforcement Personnel" means any public servant having both the power and duty to make arrests for violations of the laws of this state, and federal law enforcement officers authorized to carry firearms and to make arrests for violations of the laws of the United States.

2. "Peace Officer" means any police officer, sheriff, deputy sheriff, marshal or public safety officer.
3. "Political subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Each participating agency shall select a member of their agency to serve on the governing board of the Central Ozarks Regional DWI Task Force. The board will consist of one voting member of each participating agency. Regular attendance at board meetings is deemed to be a critical component of this agreement.
2. The board will consider projects submitted by participating members. Projects will be approved by a majority of the voting members present at a meeting. A quorum must be present to consider and approve a project.
3. Task Force projects must be located within one of the participating agency's jurisdictional boundaries.
4. When a Task Force project is presented to the board, the board member from the jurisdiction proposing the project shall present a request that includes: the proposed date(s) of the project, the hours proposed for the project, the manpower believed necessary to complete the project, the procedures that will be followed for the project and the general scope of the project. Such projects will be approved or declined based on the procedure set out in Section 2 above.
5. Participating agencies agree that peace officers and law enforcement officers participating in a Task Force project pursuant to this agreement shall have the same powers and authority as peace officers of the requesting jurisdiction, and shall have the same immunity as if acting within their own jurisdiction.

6. Each participating agency shall be responsible for all claims, damages and losses sustained by its own law enforcement personnel. This agreement shall not be so construed as to create any relationship between the law enforcement personnel of one participating agency and another participating agency. Each participating agency 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.

7. A participating agency shall not be liable to another participating agency 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.

8. This agreement shall not be construed as an agreement for the benefit of any third party.

9. The participating agencies agree that all individual personnel performing duties under this agreement will be provided all regular benefits of employment by their employing agency, including but not limited to the cost of wages, overtime/compensation time, liability insurance, worker's compensation, and injury, death, and retirement benefits. Each party shall be responsible for all claims, damages, and losses sustained by its own employees.

10. The participating agencies agree that when manpower is being distributed for board approved projects, effort will be made to utilize law enforcement personnel or peace officers from the jurisdiction where the project is being held to complete tasks that would potentially lead to the arrest of a suspect. Law enforcement personnel or peace officers from supporting agencies would be assigned to non-arrest roles, such as; car counter, tow officer, driver, and arrestee or passenger escort. The goal of this agreement is to reduce the possibility of a member from a supporting agency being subpoenaed to court in the

host agency, which would create potential hardship associated with travel expense and missed shifts at their own agency.

11. Each participating agency assisting the host agency shall reserve the right to determine the number of its own employees assigned to assist the host agency with a Task Force project. Further, each participating agency assisting the host agency shall have the ultimate discretion to direct and supervise its employees assigned to the Task Force project. Each participating agency has the right to refuse to send assistance to the host agency to assist with a Task Force project if conditions within its own jurisdiction dictate.

12. This Agreement shall become effective upon the execution of this Agreement by authorized agents for the participating agencies and the corresponding political subdivision and the enacting of necessary ordinances or orders to implement said Agreement. This Agreement shall last for a period beginning on January 1, 2017 shall extend through December 31, 2020, provided, however, any party hereto may terminate this Agreement upon six months written notice.

13. This Agreement constitutes the entire understanding between the participating agencies 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.

14. This Agreement shall be binding upon the participating agencies and their successors in office or position. 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.

15. The Task Force shall consist only of the agencies listed in this agreement and with authorized signatures from the agency and political subdivision authorizing such participation. However, it is anticipated by the parties to the agreement that should any other law

enforcement agency wish to join the Task Force after its creation, a majority vote of the Board will allow such an agency to join the Task Force. A separate document will be created to document the participation of an additional agency.

16. 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 by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to 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. At the request of any party, any facsimile or telecopied document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or a telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or other document executed in compliance with this section.

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Approved as to form:

Damon Phillips

Damon Phillips

Keck & Austin LLC

Date: 9/21/16

\_\_\_\_\_  
Amanda Callaway

Assistant Springfield City Attorney

Date: \_\_\_\_\_

**AUTHORIZED SIGNATURES FOR PARTICIPATING AGENCIES**

\_\_\_\_\_  
Agency

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Agency

By: \_\_\_\_\_

By: \_\_\_\_\_

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