

MOU

MEMORANDUM OF UNDERSTANDING

COME NOW the parties hereto on the dates hereafter set forth, said parties being the **City of Warrensburg** and the **County of Johnson**, State of Missouri.

WHEREAS Warrensburg operates a law enforcement agency for the health, safety, and welfare of their respective citizens; and

WHEREAS during times of increased criminal activity or extraordinary circumstances, specialized resources must be available to provide services for the citizens; and

WHEREAS Warrensburg desires to work with the **Johnson County Sheriff's Office** and their designee's with specialized resources which would be available to **Warrensburg**; and

WHEREAS The **Warrensburg Police Department** may provide one (1) to two (2) part time (when feasible) officers who will be assigned to work with the **Johnson County Sheriff's Office Crime Resolution Team (CRT)** and will be commissioned with the **Johnson County Sheriff's Office**. The **Warrensburg Police Department** officers will primarily be investigating narcotics

crimes within the city limits of **Warrensburg** and **Johnson County, Missouri**.
The **Warrensburg Police Department** officers will also assist in other **Johnson County Sheriff's Office Crime Resolution Team (CRT)** cases as needed.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. This Agreement is made pursuant to Article VI, Section 16 of the Missouri Constitution and Chapter 70 of the Revised Statutes of Missouri, and Section 44.090 RSMo.
2. The terms of the Agreement shall commence on January 1, 2022 and upon the adoption of an Order by the County Commission of Johnson County, and upon the adoption of **Memorandum of Understanding** by The City of **Warrensburg** and shall terminate January 1, 2023, unless sooner terminated pursuant to the terms of this MOU. Thereafter, it shall renew for successive one year terms unless terminated by either party, or unless either party provides sixty days notice of its intent not to renew before the anniversary date of this MOU.
3. For the purpose of this agreement, **the designee** will mean a certified commissioned **Johnson County Sheriff's Deputy and/or a Warrensburg Police Officer**.
4. The **Johnson County Sheriff's Office Crime Resolution Team (CRT)** personnel and **Warrensburg Police Department** personnel and their designee's are composed of Missouri certified peace officers and are commissioned by their respective agencies. The **Johnson County Sheriff's Office Crime Resolution Team (CRT)** investigators will be paid a salary, which is set by the Sheriff and Circuit Judge of Johnson County. The **Warrensburg officer's** salary, insurances, benefits, and all other costs will be paid by the City of **Warrensburg**.

5. The parties authorize each agency's chief law enforcement officer to initiate and respond to requests for mutual aid from the other. To the extent the party receiving the request has personnel or equipment available to respond, as determined in their sole discretion, they will provide a mutual aid response to the other. When acting pursuant to such a request, the officers of each party will be treated as though responding within their own jurisdiction. All officers will retain their official immunity and all other powers and authority as if responding within their own jurisdiction. Each agency shall maintain its sovereign immunity.

6. It is understood that many narcotics investigations begin with investigation into other criminal activity and other criminal activity can be uncovered during narcotics investigations. For this reason, any personnel or **designee** shall have the power to arrest anywhere within the **Johnson County, MO** when acting under this MOU.

PROCEDURES

8. Subject to availability of personnel and equipment, the **Warrensburg Police Department** will respond to requests for aid outside of their jurisdiction when requested by the **Johnson County Sheriff' Office Crime Resolution Team (CRT) or designee.**

9. The **Johnson County Sheriff's Office Crime Resolution Team (CRT)** will manage and secure all confidential informants related to its activities and their anonymity.

10. The **Warrensburg Police Department** detectives will manage and secure all confidential informants related to its activities and their anonymity.

11. The **Warrensburg Police Department** officers will fall under the supervision of the Johnson County Sheriff's Office while operating outside their political subdivisions and geographical boundaries of **Warrensburg**.

12. Each agency shall be responsible for all liability associated with its own officers' conduct, including workers compensation and public liability. Each party will provide its own insurance coverage and hold the other harmless from liability associated with its own officers' and agents. Nothing in this agreement shall be construed to create any right or benefit in a third party, and any third party benefits are specifically disclaimed.

13. This Agreement may be terminated at any time, by either party, by providing sixty days' notice of the intent to terminate the agreement.

14. When responding pursuant to this MOU, and as provided by the provisions of Section 44.090 RSMo, each agency shall be subject to all provisions of law as if it were providing services within its own jurisdiction.

In **WITNESS WHEREOF**, the parties hereto caused this agreement to be executed by the proper officers and officials, this ____ day of _____, 2022.

Sheriff, County of Johnson

Chief, Warrensburg Police

Attest:

Presiding Commissioner, _____
County of Johnson

City Manager, _____
City of Warrensburg

Attest:

By: _____
County Clerk

Attest:

By: _____
City Clerk