

RE: Intergovernmental Agreement for Mutual Aid Response with the City of Branson, Missouri

Background:

An intergovernmental agreement between the City of Nixa and the City of Branson for law enforcement mutual aid can improve public safety by allowing each department to support the other during emergencies, large events, investigations, or temporary staffing shortages. Such an agreement will help each agency respond faster, share personnel and specialized resources, and coordinate more effectively across jurisdictional lines. This agreement will also reduce costs by avoiding duplication of equipment and training, while promoting consistent procedures and communication between departments. Overall, the agreement strengthens regional cooperation, increases operational flexibility, and helps ensure that both communities receive reliable law enforcement support when needs exceed local capacity.

Analysis:

This agreement allows the following:

- Either party may request aid from the other in the form of personnel and/or equipment
- The chief law enforcement officer will coordinate all mutual aid requests for their jurisdiction
- Law enforcement officers who render aid will have same powers and authority as the requesting jurisdiction and have the same immunity as if acting within their own jurisdiction
- Except in emergencies, the chief law enforcement officer will make requests in advance and in writing
- Each party will be responsible for all claims, damages and any losses sustained by its personnel
- Each party will cover its own employees' workers' compensation claims
- Each 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 law enforcement incident arising out of any assistance requested or provided hereunder
- Each party will pay their own employee's regular benefits while acting under mutual aid
- Neither party will charge the other costs for mutual aid
- The term is one year with options to renew and terminate the contract
- The agreement has been reviewed and approved by City Attorney Mayes

Recommendation:

It is the recommendation by Nixa Police Department staff that the council approve this resolution to permit CA Liles to enter into this intergovernmental agreement for mutual aid with the City of Branson.

MEMO SUBMITTED BY:

Chad Tennis | Deputy Chief of Police

Ctennis@nixa.com | 417-725-2510

RESOLUTION NO. 2026-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE CITY OF BRANSON FOR THE RESPECTIVE POLICE DEPARTMENTS TO PROVIDE MUTUAL AID TO ONE ANOTHER

WHEREAS the City of Nixa's Police Department has found it useful and promotes public safety to have mutual aid agreements across the region; and

WHEREAS the cities of Nixa and Branson already engage in joint activities as part of other area task forces, but by reaching a mutual aid agreement, the sharing of information, specialized equipment, personnel, and requests for assistance can be done more efficiently and provide better law enforcement services to the City of Nixa; and

WHEREAS City Staff recommends approval of this resolution; and

WHEREAS the City Council desires to authorize the City Administrator to execute a Memorandum of Agreement with the City of Branson for mutual aid.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Council hereby authorizes the City Administrator to execute a Memorandum of Agreement with the City of Branson in a form similar to that attached hereto as Resolution Exhibit A.

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of this page intentionally left blank. Signatures follow on next page.]

RESOLUTION NO. 2026-37

ADOPTED BY THE COUNCIL THIS ____TH DAY OF _____ 2026.

ATTEST:

PRESIDING OFFICER

ACTING CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.

ATTEST:

MAYOR

ACTING CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT TO IMPLEMENT SECTION 70.820, RSMo.
REGARDING EMERGENCY RESPONSES

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the City of Nixa, Missouri, and the City of Branson, Missouri. Such entities shall be referred to herein as "Parties," collectively, and "Party," individually.

WHEREAS it is recognized that in certain situations the use of law enforcement personnel to perform police duties outside the territorial limits of the jurisdiction where such law enforcement personnel are employed may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public; and

WHEREAS Section 70.820 RSMo. authorizes the creation of mutual aid agreements between political subdivisions to assist each other upon request; and

WHEREAS the City of Nixa, Missouri, and the City of Branson, Missouri, mutually desire to enter into an agreement with the other party for the purpose of providing mutual aid to each other outside of their respective jurisdictional boundaries; and

WHEREAS the City of Nixa, Missouri, authorizes its Chief of Police to permit properly certified law enforcement officers in his department to respond in emergency situations within the municipality of the City of Branson, Missouri, consistent with the direction of the Chief of Police of the City of Nixa, Missouri; and

WHEREAS the City of Branson, Missouri, authorizes its Chief of Police to permit properly certified law enforcement officers in his department to respond in emergency situations within the municipality of the City of Nixa, Missouri, consistent with the direction of the Chief of Police of the City of Branson, Missouri; and

WHEREAS the City of Nixa, Missouri, and the City of Branson, Missouri, have each determined that it is in the public interest of both entities to enter into this Intergovernmental Agreement, as authorized by Section 70.820 RSMo.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

DEFINITION OF TERMS:

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

1. "Emergency Situation" as defined in Section 70.820: Any situation in which the law enforcement officer has 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 such officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. The determination of the existence of any emergency situation shall be in the discretion of the officer making the response, or in the discretion of the Nixa Chief of Police, or an

authorized designee, or in the discretion of the Branson Chief of Police, or an authorized designee.

2. "Disaster" means a fire, earthquake, flood, tornado, hazardous material incident, or other natural or man-made emergency.

3. "Peace Officer" means any police officer, sheriff, deputy sheriff, marshal, or public safety officer.

4. "Law Enforcement Personnel" means any person employed as a law enforcement officer (as defined by § 556.061(32) RSMo.), appointed, or elected in any way to a position within a law enforcement agency.

5. "Political Subdivision" means any agency or unit of this state empowered by law to maintain a law enforcement agency.

6. "Chief Administrative Officer" means the county executive or presiding county commissioner of a county, the mayor or city manager/ administrator of a municipality, or the presiding official of a political subdivision.

7. "Chief Law Enforcement Officer" means the sheriff of a county or the chief of police of a municipality or other political subdivision.

8. "Providing Party" is a signatory hereto who is called upon to provide mutual aid.

9. "Requesting Party" is a signatory hereto who is requesting another member to provide mutual aid.

10. "Party Jurisdiction" is the home jurisdiction of a Party that is a signatory hereto.

AGREEMENT.

1. The parties undersigned do hereby authorize and direct the chief law enforcement officer, or the officer commanding in their absence or at their direction, to render and request mutual aid to and from the other party Jurisdiction to the extent of available law enforcement personnel and equipment not required for adequate protection of the party jurisdiction rendering aid. The judgment of the chief law enforcement officer, or designee, of each party rendering aid, as to the amount of personnel and equipment available shall be final.

2. Law enforcement personnel who shall be commanded by their superior authority to maintain the peace or perform mutual aid duties outside the territorial limits of their jurisdiction shall be under the direction and authority of one (1) person designated by the providing party. Such personnel shall in turn coordinate all activities with the chief law enforcement officer or designee of the party jurisdiction to which they are called to render aid.

3. Law enforcement personnel rendering aid pursuant to this agreement shall have the same powers and authority as law enforcement personnel of the requesting party jurisdiction, and shall have the same immunity as if acting within their own jurisdiction.

4. Except in cases of an emergency situation or a disaster, the requesting party's chief law enforcement officer, or designee, shall transmit such requests for law enforcement personnel or services in writing to the providing party's chief law enforcement officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.

5. In the case of a disaster or emergency situation, which prevents the prior written request for services by the requesting party, the request may be made orally and recorded by the providing party. The chief law enforcement officer, or designee, or the providing party shall furnish a written statement of the services rendered to the requesting party no less than five (5) days after the termination of the need for such law enforcement personnel or services by the requesting party.

6. Each party shall be responsible for all claims, damages and losses sustained by its own law enforcement personnel. This agreement shall not be construed to create any relationship between the law enforcement 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 the parties shall be self-insured. Nothing in this agreement creates an employment relationship between one party's employees and the other party, and each party hereto agrees that its workers' compensation policy shall be primary over its own employees.

7. 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 law enforcement incident 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 parties agree that all individual law enforcement personnel performing duties under this agreement shall be provided with all regular benefits of employment by their employing agency.

10. Mutual aid assistance shall be rendered to the requesting party from the responding party free of charge for personnel and equipment regardless of whether the requested assistance occurs during normal business hours or outside of normal business hours.

11. This Agreement shall commence upon its full execution by the Parties and shall continue for a period one year (the Initial Term), unless sooner terminated pursuant to the terms included herein. Upon expiration of the initial term, this contract shall automatically renew for four (4) additional successive one-year terms, unless the Parties provide written notice of nonrenewal at least 30 days prior to the end of the then-current term. If the term is renewed for one or more Renewal Terms, the terms and conditions shall be the same terms and conditions in effect immediately prior to such renewal.

12. This Agreement constitutes the entire understanding between the parties 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.

13. This Agreement shall be binding upon the parties. 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 Christian County, Missouri or Taney County, Missouri.

14. 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 telecopied 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 on the day and year herein stated.

Nixa City Administrator, Jimmy Liles

Date

Nixa Asst.City Attorney, Michael Mayes

Date

Branson City Administrator, Cathy Stepp

Date

Branson Interim City Attorney, Thomas Kondro

Date