



Board of Aldermen Request for Action

MEETING DATE: 10/6/2026

DEPARTMENT: Police

AGENDA ITEM: Bill No. 3133-26 - Approval of MOU for Clay County Sheriff's Office Special Tactics and Response Team

REQUESTED BOARD ACTION

A motion to approve Bill No. 3133-26, authorizing the Mayor to sign a Memorandum of Understanding for the Interlocal Cooperative Agreement between the City of Smithville and the Clay County Sheriff's Office for participation on the Special Tactics and Response Team. 1st and 2nd reading by title only.

SUMMARY

The proposed MOU would allow one Smithville Police Department officer to apply for assignment to the Clay County Sheriff's Office Special Tactics and Response Team. The partnership is intended to provide additional professional development opportunities, support officer retention, and strengthen regional cooperation.

The program would initially be limited to one officer, allowing the City to evaluate the costs, operational impact, training benefits, and overall value of the partnership. Any future expansion beyond one officer would require additional Board approval and appropriate budget authorization.

PREVIOUS ACTION

During the Board of Aldermen retreat on June 16, 2026, the Police Department presented the concept of placing an officer on the Clay County Sheriff's Office STAR Team. The Board directed staff to include funding for the proposal in the FY27 budget.

POLICY ISSUE

Inter-Agency Cooperation/Employee Retention

FINANCIAL CONSIDERATIONS

The proposed FY27 budget includes \$12,000 for STAR Team participation. Approximately half is anticipated for required equipment, with the remaining amount allocated for personnel costs associated with training, call-outs, and team participation.

Future costs would be considered through the annual budget process.

ATTACHMENTS

- | | |
|--|-----------------------------------|
| ☒ Ordinance | ☐ Contract |
| ☐ Resolution | ☐ Plans |
| ☐ Staff Report | ☐ Minutes |
| ☒ Other: MOU | |

BILL NO. 3133-26

ORDINANCE NO. 332X-26

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING FOR THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF SMITHVILLE AND THE CLAY COUNTY SHERIFF'S OFFICE FOR PARTICIPATION ON THE SPECIAL TACTICS AND RESPONSE TEAM

WHEREAS, the City of Smithville desires to enhance regional law enforcement cooperation and provide advanced training and operational opportunities through participation in the Clay County Special Tactics and Response Team; and

WHEREAS, the Clay County Sheriff's Office currently has a fully functioning Special Tactics and Response Team; and

WHEREAS, it is in the best interest of the City to enter into an Interlocal Cooperative Agreement for Participation in the Clay County Special Tactics and Response Team; and

WHEREAS, the attached Interlocal Cooperative Agreement for Participation in the Clay County Special Tactics and Response Team addresses all of the City's and Sheriff's Office responsibilities for participation on the Special Tactics and Response Team.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

SECTION 1. That the Interlocal Cooperative Agreement for Participation in the Clay County Special Tactics and Response Team, in substantially the form attached hereto as **Exhibit A**, incorporated into this Ordinance as if fully set forth herein, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute said agreement on behalf of the City.

SECTION 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of October 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 10/6/2026

Second Reading: 10/6/2026

**INTERLOCAL COOPERATION AGREEMENT FOR
CLAY COUNTY SHERIFF'S OFFICE SPECIAL TACTICS AND RESPONSE (STAR)
TEAM**

THIS AGREEMENT is entered into as of this 6th day of October, 2026, by and between the undersigned parties (hereafter individually "Party" and collectively "Parties").

RECITALS

WHEREAS, the Parties and their representative law enforcement agencies:

1. Wish to provide for law enforcement personnel backup and other such assistance as any of the parties may require in time of emergency or other time of need;
2. Have not only common goals, staffing needs, training needs and other needs in common in the area of law enforcement, but also overlapping demands for law enforcement responses, often to high-risk/critical incidents which require the specialized attention of a team trained specifically to be effective in highly volatile situations;
3. Expressed a desire to respond more swiftly to critical law enforcement incidents, with enhanced local control and a more consistent response, and with a combined larger group of officers than any one of the agencies could provide alone;
4. Recognize that law enforcement incidents of a serious criminal nature require the need for a specially trained and equipped team and that responses to these incidents are better served and more economical when the resources are combined to form a multi-jurisdictional special weapons and tactics/crisis negotiation team; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. Purpose. The purpose of this Agreement is to define the roles and responsibilities of the Parties when providing mutual aid and assistance through the activation of the Team in responding to critical law enforcement incidents.
- II. Definitions: As used herein the following terms shall have the following meanings:
 - A. "Agency(ies)" or "Cooperating Agency(ies)" shall mean the Clay County Sheriff's Office and the Smithville Police Department.
 - B. "Team" shall mean all duly sworn paid law enforcement officers in the employment of any Agency that have been assigned by their employing Agency head to participate in the STAR Team in accordance with the policies and procedures as adopted by the Agencies.
- III. Authority:
 - A. The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party and Agency, as well as RSMo. §§ 44-090 to 44-091

- B. Each Agency may individually impose on its own officers such conditions or limitations regarding their exercise of statutory law enforcement powers as such Agency may choose and so long as not inconsistent with the terms hereof.

IV. Finance:

- A. All costs associated with the initial purchase, repair, or replacement of a Team member's equipment and clothing shall be the responsibility of the Team member's Agency. This equipment and clothing shall remain the property of the Team member's Agency.
- B. Cost of training for individual Team members will be the responsibility of the Team member's Agency.
- C. Team members are considered employed by his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the Agency that employs the Team member. Thus, personnel costs and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing Agency.

V. STAR Team Operations:

- A. Authority to Arrest and Detain: Subject to the limitations herein, a Team member responding to an incident outside of his or her Agency's jurisdiction shall have full law enforcement authority, including the authority to arrest and detain detailed in RSMO sec.44-091 or;
 - 1. The commission of a felony witnessed by the Team member; or
 - 2. The Team member is a witness to a criminal act or threatened criminal act, or a traffic infraction, whether or not constituting felonious conduct, where non-arrest poses immediate danger or threat to life or safety to the Team member or any other person or persons:
 - a. While engaged in or providing services under this Agreement.
 - b. While cooperating in investigative activity or other cooperative law enforcement activity authorized by this Agreement.
- B. Internal Affairs Investigations/Disciplinary Actions. Internal Affairs Investigations and disciplinary action arising out of a Team member's conduct, omissions, actions, etc. while serving on the Team shall be handled by Team member's Agency. Notification or initiation of an investigation will follow the employing Agency's policies.
- C. Declining/Delaying/Terminating Response. The Agencies acknowledge that the purpose of this Agreement is to provide mutual aid and assistance in response to critical law enforcement incidents. However, the Sheriff, Police Chief, or designated representative thereof, may decline to respond, may be delayed in responding, or may terminate its response, to an Agency's request for mutual aid and assistance.

VI. Policies and Procedures. The Team will operate under the policies and procedures in place for the Clay County Sheriff's Office STAR Team.

- VII. Terms of Agreement. This Agreement shall be effective indefinitely or until the time an Agency wishes to end the agreement.
- VIII. Withdrawal:
- A. Process. A Party may withdraw from the Agreement by notifying the remaining Agency in writing.
 - B. Property. If a Party withdraws from this Agreement, the Party shall retain title to all property, resources, and equipment it had prior to, or obtained while, a Party to this Agreement. Within thirty (30) days after withdrawal, the withdrawing Party shall remove and retake possession of such property.
- IX. Liability Insurance: The Parties agree to be self-insured or to carry liability insurance written on an “occurrence” basis (as distinguished from “claims made” basis) covering all law enforcement personnel assigned by each Party and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any other Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party’s liability hereunder or to fulfill the indemnification provisions of this Agreement.
- X. Incorporation of Recitals. The recitals set forth above are, by this reference, hereby incorporated into and deemed part of this Agreement.
- XI. Entire Agreement. This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.
- XII. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written amendment, approved and executed by the governing bodies of each Party. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an amendment. Every amendment shall specify the date on which its provisions shall be effective.
- XIII. Assignment. None of the Parties may assign its rights under this Agreement.
- XIV. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties.

- XV. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- XVI. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied wavier of the sovereign immunity of any Party in any forum or jurisdiction.

Clay County Sheriff
12 S. Water
Liberty, MO 64068
(816) 407-3750

City of Smithville
Chief of Police
Smithville Police Department
107W. Main Street
Smithville, MO 64089
(816) 532-0500

CLAY COUNTY SHERIFF'S OFFICE

CLAY COUNTY, MISSOURI

By: _____

Date: _____

SMITHVILLE POLICE DEPARTMENT

CITY OF SMITHVILLE, MISSOURI,

By: _____
Damien Boley, Mayor

Date: October 6, 2026