

**ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, DECEMBER 9, 2020
17TH DAY OCTOBER ADJOURNED**

The Adair County Commission convened at 8:30 a.m. on December 9, 2020 in the Courthouse at Kirksville. All Commissioners were present.

At 1:30 p.m., the Commission acted on 2 applications from organizations within Adair County for funding from the Coronavirus Aid, Relief and Economic Security (CARES) Act. All applications were previously reviewed by the Northeast Missouri Planning Commission, Adair County CARES Funding Administrator.

Commissioner Thompson made a motion to approve the RPC application for administration costs in the amount of \$8,919.72. Commissioner King seconded the motion with Presiding Commissioner Shahan all in favor.

Application #91 Budget Host Village Inn for \$25,000.00. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #103 City of Kirksville for a reduced amount of \$29,826.17. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #104 Truman State University for \$62,601.14. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #105 Lit, LLC for \$25,000.00. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #106 Origins Hemp and CBD, LLC for \$7,370.06. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Application #109 Kirksville R-III Schools for \$26,881.06. Motion made by Commissioner King, seconded by Commissioner Thompson with Presiding Commissioner Shahan all in favor.

Award letters are to be prepared and checks sent on December 29, 2020.

At 2:30 Commissioner King made a motion to approve the Intergovernmental Agreement for Mutual-Aid between the Adair County Sheriff's Office and the Kirksville Police Department. Commissioner Thompson seconded the motion with Presiding Commissioner Shahan all in favor.

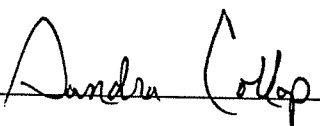
The Adair County Commission adjourned at 4:00 p.m. on Wednesday, December 9, 2020.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, December 9, 2020:

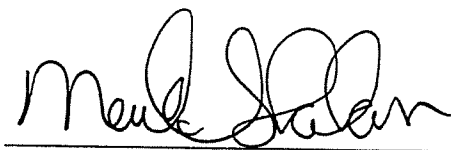
Glen Snyder – Clay Way

Continued on page 162.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
WEDNESDAY, DECEMBER 9, 2020

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IN REF. ORDER NO 14 Intergovernmental Agreement for Mutual-Aid between the Adair
County Sheriff's Office and the Kirksville Police Department.

Intergovernmental Agreement for Mutual-Aid
Adair County Sheriff's Office and Kirksville Police Department

THIS AGREEMENT, entered into this 7th day of December, 2020, is being made by and between the City of Kirksville, County of Adair and the County of Adair, Missouri. It is the desire of the Adair County, Missouri, Sheriff's Office (hereafter referred to as the Sheriff's Office) and the City of Kirksville, Missouri, Police Department (hereafter referred to as the Police Department) to provide the best possible atmosphere of collaborative public safety in and around the City of Kirksville and throughout the entire County of Adair. As such, Adair County has granted Deputy Sheriff Commissions to certified police officers of the Kirksville Police Department. This agreement is designed to establish the working relationship between the Sheriff's Office and the Police Department, and all provisions of this agreement are to be interpreted with the goal of increased public safety in mind.

The Deputy Sheriff Commissions may be revoked at any time, for any reason, by the Kirksville Chief of Police, the City of Kirksville City Manager or their designee, or the Sheriff of Adair County.

For the purposes of this agreement, the primary jurisdiction of the Police Department will be the City limits of Kirksville, and/or property owned or leased by the County of Adair within the City of Kirksville. For purposes of this agreement, the primary jurisdiction for criminal/investigative matters of the Sheriff's Office will be Adair County, outside the City limits of Kirksville, and/or property owned/leased by the County within the City of Kirksville (unless address in supplemental written agreements/addendums/Memorandum of Understandings).

Authority for this agreement is in accordance with Sections 70.820, of the Missouri Revised Statutes.

I. CALLS FOR LAW ENFORCEMENT SERVICE

A. All calls for law enforcement services which are received by the Sheriff's Office, and concern incidents which have occurred within the listed jurisdiction, will be investigated by the Sheriff's Office.

B. All calls for law enforcement services which are received by the Sheriff's Office, and concern incidents which have occurred on property within the Police Department's jurisdiction, will be referred to the Police Department without unnecessary delay.

C. All calls for law enforcement services which are received by the Police Department, and concern incidents which have occurred within the listed jurisdiction of the Sheriff's Office, will be referred to the Sheriff's Office without unnecessary delay.

D. All calls for law enforcement services which are received by the Police Department, and concern incidents which have occurred within their listed jurisdiction, will be investigated by the Police Department.

E. Calls of an emergency or life-threatening nature may be responded to by the agency which initially receives the call, concurrent with the referral to the agency having actual jurisdiction. The agency of the law enforcement mission supersedes temporary jurisdictional determination. When officers from both agencies are at the scene of an emergency, the agency with primary jurisdiction will have full authority and responsibility for the law enforcement operation at the scene. The senior officer from the agency with such jurisdiction will be in command of all law enforcement officers from both jurisdictions unless they elect to defer to seek assistance from a more experienced/seasoned officer or supervisor on the scene.

F. Since Police Department officers travel on county roadways around property owned and leased by the City of Kirksville during the course of their duties, and render back-up assistance in Sheriff's Office deputies on call, the extension of the Sheriff's Office law enforcement authority to the Police Department would benefit public safety to the community as a whole.

II. CALLS FOR ASSISTANCE

In cases where emergency assistance is required by either agency, the requested agency shall provide such assistance as is reasonable.

A. Requests for assistance will normally be made through the Adair County 9-1-1 Communications Center, although other arrangements may be made as appropriate to the incident.

B. The authority to request emergency assistance from the other agency, and the authority to grant such requests, is delegated by the Kirksville Chief of Police and by the Adair County Sheriff to their designees.

C. Personnel responding to a call for assistance will report to the highest ranking, certified, non-probationary, officer/deputy from the requesting agency at the scene of the incident. In all emergency situations, officers/deputy from the responding agency will assist as directed by the ranking officer/deputy on the scene from the requesting agency. Officers/Deputies from the responding agency will be under the immediate command of their own supervisor/senior deputies on scene, but such as supervisor/senior deputies will be under the direct supervision and command of the ranking officer/deputy on the scene from the requesting agency unless that ranking officer/deputy elects to defer to or seek assistance from a more experienced/seasoned officer/deputy of supervisor on the scene.

D. Press releases and media management will be the responsibility of the requesting agency in whose jurisdiction an emergency incident has occurred.

III. TRAFFIC ACCIDENTS

A. Traffic accidents that occur within Adair County outside of the Kirksville Police Department's jurisdiction shall be investigated as a general rule by the Missouri State Highway Patrol. Assistance may be requested by the Sheriff's Office from the Kirksville Police Department in cases where additional help is needed for traffic control duty.

B. Traffic accidents that occur within the jurisdiction of the boundaries of the City of Kirksville shall be investigated by the Police Department. Assistance may be requested from the Sheriff's Office in cases where the accident is serious and no Kirksville officer is available, or when additional help is needed for traffic control duty.

C. In cases of officer/deputy involved accidents, the agency having actual jurisdiction will conduct the initial investigation.

IV. FOLLOW-UP INVESTIGATION

A. Cases initiated by other agency which require subsequent investigation within the jurisdiction of the other agency will be retained by the initial agency.

1. It will be the policy of the Sheriff's Office to notify the Police Department when deputies are conducting an investigation within their jurisdiction, and to request a Kirksville Police Officer assist the investigating deputy if such assistance is appropriate.

2. It will be the policy of the Police Department to notify the Sheriff's Office when officers are conducting an investigation within their jurisdiction, and to request that a Deputy Sheriff assist the investigating officer if such assistance is appropriate.

V. INFORMATION EXCHANGE

A. Contemporary law enforcement relies heavily on information. Both agencies recognize the other's need for accurate, timely information and the mutual benefits derived from the exchange of such information.

1. The Sheriff's Office will provide the Police Department with information that may reasonably be expected to impact the City.

2. The Police Department will provide the Sheriff's Office with information that may reasonably be expected to impact the County.

3. The criteria to be used to determine information exchange is whether there is any reason indicating that the persons involved or implicated in

any incident may result in, transverse through, or commit further criminal acts in the jurisdiction of the other.

B. This agreement does not impact Uniform Crime and/or NIBRS reporting requirements.

C. In accordance with the racial profiling provisions of Section 590.850 of the Missouri State Statutes, each agency will report their own contacts regardless of the jurisdiction in which the enforcement action was made.

VI. APPLICABILITY OF AGENCY RULES, REGULATIONS, AND POLICIES

Nothing in this agreement is intended to negate or supersede existing rules, regulations, or policies of either agency.

VII. NO REIMBURSEMENT FOR COST

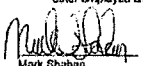
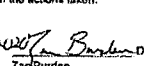
No party of this agreement shall be required to reimburse any other party for the cost of providing the services set forth in this agreement. Each party shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for responding to requests for mutual aid or contingency response.

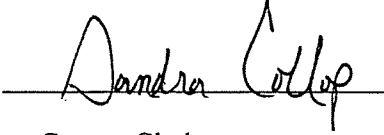
VIII. INDEMNIFICATION

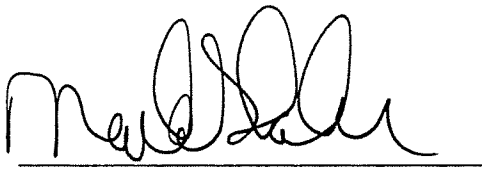
Each party to this Agreement shall assume the risk of any liability arising from its own actions or omission of the acts or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the others. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability of their being uninsured, or under-insured, shall not be construed as a waiver of its governmental or sovereign immunities.

IX. DISCLAIMER

The City of Kirksville assumes full responsibility for actions taken in accordance with this agreement by police officers of the Kirksville Police Department, in areas of Adair County outside their primary jurisdiction. This includes, but is not limited to, liability, worker's compensation insurance and other employee issues arising from the actions taken.

 Date 12-9-2020  Date 12/7/20
Mark Shahan
Presiding Commissioner
County of Adair, Missouri
Zach Burden
Mayor
City of Kirksville, Missouri

ATTEST: 
County Clerk


Presiding Commissioner, Mark Shahan