

## MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is agreed upon by the Public Safety Agencies (each an "Agency," collectively the "Agencies") signing this Agreement, and is effective on the date of last signature. The parties agree as follows:

### SECTION 1.           **Mutual Aid.**

This Agreement for "Mutual Aid and Assistance" is executed pursuant Missouri Revised Statutes sections 44.087, 44.090, 44.091, and 70.837, but it is not meant to limit or restrict any other law enforcement authority.

### SECTION 2.           **Purpose of Agreement.**

It is recognized that in certain situations there is a public safety need beyond the capability of the local governing authority that requires the use of public safety agencies to perform duties outside of the territorial limits of the jurisdiction where such personnel are legally employed in order to preserve and protect the health, safety and welfare of the public and, due to circumstances or events there are critical incidents that could result in serious physical injury or loss of life. As such, the executive officer of any political subdivision or public safety agency may request mutual-aid from other public or private agencies within and without the state for reciprocal emergency aid. The purpose of this Agreement is to meet the additional public safety needs caused by the upcoming 2026 Fédération Internationale de Football Association World Cup matches, and associated events, that are scheduled to occur in Kansas City, Missouri from June through July of 2026.

### SECTION 3.           **Authorization.**

Upon the request of the requesting agency, the responding agency agrees to provide mutual aid services in response to critical incidents or an emergency situation.

### SECTION 4.           **Definition of Terms.**

The following terms shall have the following meanings when used in this Agreement:

- a. "Critical Incident" means an incident that could result in serious physical injury or loss of life.
- b. "Emergency Situation" means any fire, earthquake, flood, tornado, hazardous material incident, terrorist incident, or other such man-made or natural emergency disaster or public safety need. A public safety need includes any event or incident necessitating mutual-aid assistance from another public safety agency.

- c. "Executive Officer" means the chief executive officer or acting chief executive officer of any political subdivision or public safety agency.
- d. "Law Enforcement Officer" or "Public Safety Personnel" means any public servant certified with both the power and duty to make arrests for violations of any state, county or municipal criminal law violations in accordance with the respective officer's state laws.
- e. "Political Subdivision" means any agency or unit of a state empowered by law to maintain a law enforcement agency.
- f. "Public Safety Agency" means law enforcement agencies, emergency medical service organizations, emergency management officials, infrastructure departments, public works agencies, fire service organizations, or other specialized emergency response teams with personnel with special skills or training needed to provide services during an emergency, public safety need or disaster, declared or undeclared.
- g. "Responding Agency" means City of Lee's Summit, Missouri by and through the Lee's Summit Police Department, as an authorized signatory hereto called upon to provide mutual aid to the Requesting Agency.
- h. "Requesting Agency" means the Board of Police Commissioners of Kansas City, Missouri, as governing body of the Kansas City, Missouri Police Department, as an authorized signatory hereto.

**SECTION 5.            Power and Authority.**

a. The Responding Agency does hereby authorize and direct its Executive Officer to render mutual police aid to the extent of available personnel and equipment not otherwise required for adequate protection of the agency rendering aid. The judgment of the Executive Officer of the Responding Agency rendering aid, as to the amount of personnel and equipment available, shall be final.

b. Public safety personnel who shall be commanded by their Executive Officer to maintain the peace or perform police duties outside the territorial limits of the municipality, state agency, or political subdivision which regularly employs such officers shall be under the direction and authority of one (1) person designated by each Executive Officer. Such personnel shall in turn be under the direction and authority of the local on-scene commanding law enforcement officer of the Requesting Agency to which they are called to perform police or peace duties and shall be peace officers thereof.

c. When responding to mutual aid or emergency aid requests, each Agency's respective personnel shall be subject to all provisions of law as if it were providing service within its own jurisdiction.

d. Except in cases of emergencies presenting an imminent threat to public safety and health, the Requesting Agency's Executive Officer should transmit such request for personnel or services in writing to the Responding Agency's Executive Officer at least fifteen (15) days prior to the expected service date and in no case less than five (5) days prior.

e. In the case of emergency situations which prevent the prior written request for services by the Requesting Agency, the request may be made orally and recorded by the Responding Agency. The Executive Officer, or designee, of the Responding Agency shall furnish a written statement of services rendered to the Requesting Agency no less than five (5) days after the termination of the need for such personnel or services by the Requesting Agency.

**SECTION 6. Compensation.**

Compensation for mutual aid assistance pursuant to this Agreement shall be provided for as agreed upon between Responding Agency and KC2026 without charge to Requesting Agency.

**SECTION 7. Liability.**

a. Each Agency shall be responsible for all claims, damages, and losses sustained by its own law enforcement agency and police personnel. This Agreement shall not be so construed as to create any relationship between the personnel of one Agency and the other Agency. All members of any political subdivision or public safety agency responding for mutual aid remain employees of their own agency.

b. An Agency shall not be liable to the other 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.

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

d. The Agencies agree that all individuals shall retain all pension and disability rights of their respective agency while performing duties in accordance with this Agreement.

e. Qualified immunity, sovereign immunity, official immunity and the public duty rule shall apply to all parties and their personnel as interpreted by the federal and state courts of their respective Agency.



Approved as to Form:

/s/ Beth Murano  
Chief Counsel of Public Safety

**REQUESTING AGENCY:  
KANSAS CITY, MISSOURI  
BOARD OF POLICE COMMISSIONERS**

By: \_\_\_\_\_  
Stacey Graves, Chief of Police  
Kansas City, Missouri Police Department

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