

THE COUNTY COMMISSION
OF
STONE COUNTY, MISSOURI

March 01, 2022

STATE OF MISSOURI |
COUNTY OF STONE |

Be it remembered that a session of the County Commission of Stone County was held in the courthouse at Galena, on March 01, 2022. Those in attendance today were Presiding Commissioner Mark Maples, Southern Commissioner Hank Smythe and Northern Commissioner Wayne Blades.

Morning Session:

9:00 AM – 10:00 AM

Commission Work Session – General Discussion with no decisions

10:00 AM

Presiding Commissioner Mark Maples and Stone County Clerk Denise Dickens opened the meeting with the pledge of allegiance to the flag, following the pledge Pastor Joan Olson with Living Word Church located

in Branson West. Those present for this meeting today are as follows: Shawn Mayr, Connell Insurance; Love and David Casaletto; H2Oazrks; Pastor Joan Olson, Living Word Church; Aaron Shirley, Globe Life; Jason Hunt, Netwatch; Tim Gideon, Stone County Sheriff's office; Tom Martin, Emergency Management; County Counsel William McCullah; Denise Dickens, Stone County Clerk and Amanda Parton, Stone County Clerk's office.

Approval of Commission Minutes

The matter to approve the minutes for Stone County Commission meetings dated February 22, 2022, was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Minutes ordered approved.

Schedule of Bills - 1

Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to the County Commission from the County Clerk's office in the amount of \$28,353.86. This matter

to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

Schedule of Bills - 2

Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to the County Commission from the County Clerk's office in the amount of \$162,408.57. This matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

Globe Life Insurance

Aaron Shirley with Globe Life Company came before the County Commissioners to introduce himself and Globe Life insurance. Discussion Only, no decisions made.

Netwatch

Jason Hunt-Netwatch came before the commissioners to discuss security door locks in the judicial building. Discussion only, no decisions made.

Intergovernmental agreement with Kimberling City

County Counsel William McCullah presented the Commissioners with an intergovernmental agreement for mutual aid and police services for Kimberling City. The matter to sign the Intergovernmental Agreement with Kimberling City was brought to vote by roll call: Smythe- yes; Maples- yes; Blades- yes. Agreement signed.

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND POLICE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the Stone County Sheriff's Office, and the Kimberling City Police Department. Such entities will be referred to herein as "Parties," collectively, and "Party" individually.

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

WHEREAS, Missouri Statute Section 70.220, RSMo, authorizes cooperative action between municipalities and political subdivisions, or with an elective or appointed official thereof, for a common service.

WHEREAS, Missouri Statute Section 70.815, RSMo, authorizes the governing body of any political subdivision, by ordinance, order, or other ruling, to enter into a contract or agreement with any other political subdivision, for the provision of police services by one political to another on request. The scope of the agreement may be general or specific and may or may not provide for compensation for such services. Officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision and shall have the same immunity as if acting within their own jurisdiction.

WHEREAS, Missouri Statute Section 70.820, RSMo, authorizes law enforcement officers and full-time peace officers to respond to emergency situations outside the boundaries of the political subdivision from which such peace officer's authority is derived. Section 70.820 further requires that an ordinance, order, or other ruling by the governing body of the political subdivision from which the officer derives such officers' authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring be created authorizing such activity in emergency situations. This mutual aid

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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 Stone County Sheriff or an authorized designee.

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

3. "Governing body" means the board, body, council, or persons in which the powers of a political subdivision as a body corporate, or otherwise, are vested.

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

5. "Law Enforcement Personnel" means any public servant having both the power and duty to make arrests for violations of the laws of this state, and federal law enforcement officers authorized to carry firearms and to make arrests for violations of the laws of the United States.

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

7. "Chief law enforcement officer" means the sheriff of a county or the chief of police of a municipality or other political subdivision, or the head of a federal agency's local field office.

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

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

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agreement contemplates that such an ordinance, order or other ruling exists for both parties to this agreement.

WHEREAS the Stone County Sheriff and Kimberling City Police Department desire to enter into a cooperative agreement for the purpose of providing emergency responses and mutual aid outside the jurisdictional boundaries of Kimberling City within Stone County, Missouri and within the jurisdiction of Kimberling City, MO.

WHEREAS, City of Kimberling City, authorizes its police chief, Sheriff or Chief Law Enforcement Official to permit properly certified law enforcement officers in his department or agency to respond in emergency situations, or upon request for mutual aid, or a request for police services within Stone County, consistent with the direction of the Chief of Police of Kimberling City.

WHEREAS, the Stone County Commission and the Stone County Sheriff authorize the Stone County Sheriff, or his designee, to permit properly certified law enforcement officers in the Stone County Sheriff's Office to respond, in emergency situations, or upon request for mutual aid, or a request for police services within The City of Kimberling City, consistent with the direction of the Stone County Sheriff.

WHEREAS, the Stone County Sheriff, The Stone County Commission and The Police Chief and City Alderman of Kimberling City have each determined that it is in the public interest of both entities to enter into this Intergovernmental Agreement, as authorized by Statute Section 70.220, RSMo, 70.815, RSMo and 70.820, RSMo.

DEFINITION OF TERMS:

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

1. "Emergency situation" as defined in Statute 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

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NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. The parties undersigned do hereby authorize and direct the chief law enforcement officer, or the officer commanding in his absence, or at his direction, to render and request mutual aid or police services to and from the jurisdiction to the extent of available personnel and equipment not required for adequate protection of the 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, perform mutual aid duties, or provide police services outside the territorial limits of their jurisdiction shall be under the direction and authority of one (1) person designated by the providing agency. Such personnel shall in turn coordinate all activities with the chief law enforcement officer, or designee, of the county, municipality, or other political subdivision to which they are called to render aid.
3. Peace officers rendering aid pursuant to this agreement shall have the same powers and authority as peace officers of the requesting 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 member's chief law enforcement officer, or designee, should transmit such request for personnel 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 agency. The chief law enforcement officer,

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or designee, of the providing party shall furnish a written statement of the services rendered to the requesting party, upon request, no less than five (5) days after the termination of the need for such 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 so construed as 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 shall be self-insured.

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 manage any police problem 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 personnel performing duties under this agreement will be provided all regular benefits of employment by their employing agency.

10. This Agreement shall become effective upon the Parties executing this Agreement, enacting necessary ordinances or orders to implement said Agreement, and establishing therein the effective date of this Agreement. This Agreement shall last for a period beginning on January 1, 2022 and shall extend through December 31, 2025, provided, however, any party hereto may terminate this Agreement upon six months written notice.

11. 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.

12. This Agreement shall be binding upon the parties and their successors in office or position. 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 Stone County, Missouri.

13. 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 telecopy 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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the party's duly authorized representatives as set forth below.

STONE COUNTY SHERIFF


Sheriff Doug Rader

Date: 02-10-22

KIMBERLING CITY POLICE CHIEF


Chief Todd Lemoine

Date: 7 Feb 2022

STONE COUNTY COMMISSION


Presiding Commissioner, Mark Maples

Date: 3-1-22

Approved as to form:

CITY OF KIMBERLING CITY


Mayor of Kimberling City


Date: February 7, 2022

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H2Ozarks

David Casaletto- H2Ozark President addressed the County Commission regarding some septic system projects in Stone County. Mr. Casaletto asked the County Commission to consider using some of the ARPA money to fund the projects. Discussion only, no decisions made.

American Recuse Plan Act Funds (ARPA)

The Commissioners have earmarked the ARPA funds to help make broadband available to Stone County residents. The County Commission attended a meeting and White River Electric is asking each county that White River Electric serves for a letter of intent to use their county ARPA funds along with grants to start the process of bringing broadband service to White River Electric customers. White River Electric requested a letter of intent from Stone County in the amount of \$4.3 million. The matter to sign and send the letter of intent to White River Electric was brought to decision by roll call vote: Smythe- yes; Maples- yes; Blades- no Mr. Blades is not opposed to broadband, he is opposing the price of 4.3 million

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Public Time:

Time was extended to anyone who wanted to speak to the commission at this time.

Adjournment:

The adjournment of the Stone County Commission meeting was brought to decision by roll call vote: Smythe – yes; Maples – yes; Blades – yes. Meeting adjourned at 11:07 AM.