

Mutual Aid Agreement Maryville Public Safety Department and Northwest Missouri State University Police Department

It is the desire of the City of Maryville, Missouri, Public Safety Department (“Maryville Public Safety Department”) and Northwest Missouri State University Police Department (“University Police Department”) to provide the best possible atmosphere of collaborative public safety on and around the Northwest Missouri State University campus and throughout the entire City of Maryville, Missouri. As such, the City of Maryville has granted police commissions to certified police officers of the University Police Department and the capability to the University Police Department to issue municipal parking citations (the “City of Maryville Police Commission”). This Mutual Aid Agreement is designed to establish the working relationship between the Maryville Public Safety Department and the University Police Department, and all provisions of this agreement are to be interpreted with the goal of increased public safety in mind.

The City of Maryville Police Commission may be revoked at any time, for any reason, by the Director of Maryville Public Safety, the Chief of University Police, City of Maryville City Manager, President of Northwest Missouri State University or their designee(s). Notwithstanding a Maryville Police Commission being revoked, a member of the University Police Department will retain his/her authority granted in Section G of the “Calls For Police Service” section of this agreement. Upon suspension or termination of employment of any member of the University Police Department his/her City of Maryville Police Commission is terminated.

For the purpose of this agreement, the primary jurisdiction of the University Police Department will be property owned or leased by Northwest Missouri State University, and the primary jurisdiction of the Maryville Public Safety Department will be the city limits of Maryville, Missouri, with concurrent jurisdiction on property owned or leased by Northwest Missouri State University within the City of Maryville.

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

CALLS FOR POLICE SERVICE

- A. All calls for police services which are received by the University Police Department, and concern incidents which have occurred on university property, will be investigated by the University Police Department. When a person is arrested for a city ordinance violation (other than traffic) an incident report, summons, arrest report, and bond form (if applicable) will be delivered to the Maryville Municipal Court no later than 10 business days following the arrest.
- B. All calls for police services which are received by the University Police Department, and concern incidents which have occurred off the property of the university, will be referred to the Maryville Public Safety Department without unnecessary delay.

- C. All calls for service responded to by the Maryville Public Safety Department that involve any organization officially recognized by Northwest Missouri State University located off campus and result in a criminal charge(s), or any other investigation initiated by the Maryville Public Safety Department will be reported to the University Police Department in order for a student judicial/PanHellenic charge to be considered in addition to any criminal charge(s) filed.
- D. All calls for police services which are received by the Maryville Public Safety Department, and concern incidents which have occurred on the property of the University, will be referred to the University Police Department without unnecessary delay.
- 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 primary jurisdiction. The urgency of the police 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 police operation at the scene. The senior officer from the agency with primary jurisdiction will be in command of all police officers from both agencies unless the senior officer elects to delegate the command to a member of the other agency.
- F. The University Police Department is expected to aid the City of Maryville by enforcing traffic ordinances on specific City of Maryville streets as identified below. These expectations include enforcement of flagrant violations such as driving while intoxicated, leaving the scene of an accident, excessive high speed, or careless and imprudent driving. These expectations also include radar speed enforcement, parking enforcement, and accident investigation. As it relates to City of Maryville streets, the University Police Department shall be limited to crimes/violations that occur on the following sections of streets: (refer to attached map “Traffic Enforcement”)
- 500 Blk of 4th and North Walnut to College Avenue
 - College Avenue to Icon
 - Icon and College Ave to Icon and 16th Street
 - Icon and 16th Street to 16th Street to North College Drive
 - 16th Street and North College Drive to University Drive
 - Walnut and 9th Street to 700 Blk of West 9th Street
 - 9th and Walnut to 4th and Walnut
 - Walnut and 7th Street to 700 Blk of West 7th Street
 - North Munn and 3rd to College Ave
 - North Ray and 3rd to College Ave
 - North Munn and 3rd to North Ray and 3rd

Any crime(s) or violation(s) occurring on any adjacent streets will be investigated by the Maryville Public Safety Department. Cases initiated by either agency which require subsequent investigations within the jurisdiction of the other agency will be retained by the initial agency.

- G. The University Police Department will enforce violations of Missouri's general motor vehicle laws or University policy that occur on its campus roads in accordance with Missouri Revised Statutes, HB 307, Sections 174.703.2, 174.709, and 174.712. Such violations will be prosecuted in the Circuit Court of Nodaway County, Division I, Division II or the Maryville Municipal Division (Maryville Municipal Court), as the case may be.

CALLS FOR ASSISTANCE

- A. The authority to request emergency assistance from the other agency, and the authority to grant such requests, is delegated by the Maryville Public Safety Director and by the University Police Chief to their on-duty watch commander or supervisors. In extremely urgent, life-threatening situations when there is not sufficient time to contact the watch commanders, certified officers from either agency may respond immediately to urgent calls for assistance from officers of the other agency.
- B. Personnel responding to a call for assistance will report to the highest ranking officer from the requesting agency at the scene of the incident. In all emergency situations, officers from the responding agency will assist as directed by the ranking officer on the scene from the requesting agency. Officers from the responding agency will be under the immediate command of their own supervisors on the scene, but such supervisors will be under the direct supervision and command of the ranking officer on the scene from the requesting agency unless that ranking officer elects to defer to or seek assistance from a more experienced/seasoned officer or supervisor on the scene.
- C. Press releases and media management will be the responsibility of the requesting agency.

FOLLOW-UP INVESTIGATIONS

- A. It will be the procedure of the University Police Department to notify the Maryville Public Safety Department when its officers are conducting an investigation on property not owned by Northwest Missouri State University, and to request that a Maryville Public Safety Officer assist the investigating officer if such assistance is appropriate.
- B. It will be the procedure of the Maryville Public Safety Department to notify the University Police Department when its officers are conducting an investigation on property owned by Northwest Missouri State University, and to request that a University Police Officer assist the investigating officer if such assistance is appropriate, unless the

notification would compromise the safety of an Officer or the integrity of the investigation.

PARKING

- A. Members of the University Police Department will enforce municipal parking ordinances in the following areas: (refer to attached map “Parking Enforcement”)
- All locations noted in CALLS FOR POLICE SERVICES-F
 - Grand (starting at college Ave.) south to 2nd Street
 - East on 2nd Street to Mulberry
 - North on Mulberry to Prather Avenue.
 - Prather Ave. west to North College Drive
- , hereinafter known as Campus Area Parking Enforcement (“CAPE”).
- B. All municipal parking citations will be delivered to the Maryville Public Safety Department on Fridays of each week. The City of Maryville may impose special fines in CAPE. All complaints arising from parking citations will be referred to the Communications division of the University Police Department. The Maryville Public Safety Director and the University Police Chief may arbitrate appeals.
- C. The Maryville Public Safety Department shall provide all signage, maintenance, and parking citation forms.
- D. Consideration for the parking enforcement performed by the University Police Department shall be determined, based on the extent to which such enforcement is needed, as determined over time.

CONCERNS

- A. Quarterly meetings between the Maryville Public Safety Department, the University Police Department, and Court personnel shall be held to discuss all challenges and opportunities created by this Mutual Aid Agreement. A yearly review will be issued to the Maryville City Manager and the Northwest Leadership Team.

APPLICABILITY OF AGENCY RULES REGULATIONS, POLICIES, AND PROCEDURES

- A. Nothing in this agreement is intended to negate or supersede existing rules, regulations, policies, and/or procedures of either agency.

DISCLAIMER

- A. Notwithstanding this Mutual Aid Agreement, the University Police Department and the Maryville Public Safety Department are and shall always remain separate and distinct entities. Liability resulting from the independent actions of one entity shall in no way be

imputed on the other entity. In the event that liability arises from actions taken in accordance with this Mutual Aid Agreement, Northwest Missouri State University and the City of Maryville shall both assume full responsibility for the actions taken by police officers of the respective entities.

Mayor
City of Maryville

President
Northwest Missouri State University

