

**AN ORDINANCE APPROVING ACTIONS OF THE POLICE CHIEF AND RATIFYING A COOPERATIVE AGREEMENT FOR THE TRANSFER OF EQUIPMENT BETWEEN THE CITY OF KEARNEY, MISSOURI, AND CLAY COUNTY, MISSOURI**

**WHEREAS**, on January 4, 2024 the Police Chief signed a cooperative agreement between the City of Kearney and Clay County, Missouri for three (3) 2016-2019 SUV cages and three (3) dual gun racks; and

**WHEREAS**, the Kearney Police Department had a need for said cages and gun racks for use in its patrol vehicle fleet; and

**WHEREAS**, the county transferred three (3) cages for 2016-2019 SUV's and three (3) dual gun racks t to the Kearney Police Department for its use.

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AS FOLLOWS:**

Section 1. That the actions of the Police Chief executing a cooperative agreement between the City of Kearney and Clay County, Missouri for the transfer of equipment is hereby approved.

Section 2. That the cooperative agreement made and entered into on January 4, 2024, between Clay County, Missouri and Kearney Police Department is hereby ratified and approved. A copy of the agreement shall be attached and considered part of this ordinance.

Section 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen of the City of Kearney and approved by the Mayor.

**ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 20th DAY OF FEBRUARY, 2024.**

Attest:

Sheila Ernzen

Sheila Ernzen, City Clerk

APPROVED:

Randy Pogue

Randy Pogue, Mayor

ATTEST A TRUE AND CERTIFIED COPY:

Sheila Ernzen

Sheila Ernzen, City Administrator/Clerk



## COOPERATIVE AGREEMENT

THIS AGREEMENT entered into this 4<sup>th</sup> day of January, 2024, by and between Clay County, Missouri, Administration Building, 1 Courthouse Square, Liberty, Missouri, 64068 (hereinafter referred to as the County) and **Kearney Police Department**.

WHEREAS, the County is in possession of **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** that are no longer being utilized by the County and which the County wishes to provide to the public safety agency for its use;

AND WHEREAS, the **Kearney Police Department** has a need for said **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** to allow the public safety agency to further its mission of serving and protecting the persons and property in its jurisdiction and to help protect the safety of its citizens and employees;

AND WHEREAS, the parties are desirous of entering into a cooperative agreement under §70.220 RSMo for purpose of allowing the county to provide said **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** to the public safety agency;

AND WHEREAS, the transfer of **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** will mutually benefit both parties;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Upon execution of this agreement, County shall transfer this property to the public safety agency **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks**.
2. The law enforcement agency shall be entitled to utilize said **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** for its own uses and shall, upon acceptance of the **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** be the sole owner and be solely responsible for the maintenance, care and use of the **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks**. Upon said transfer, County

shall have no interest or ownership in the **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks**. Additionally, law enforcement agency agrees to indemnify and hold harmless Clay County, Missouri and County's agents, employees, office holders, and commissioners for any and all damages occurring as a result of the use of the **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** to any person or property, as well as any and all damages, including reasonable attorney(s)' fees and suit costs the County may incur as a result of any training County may provide with regard to the **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks** or the public safety agency's acts, omissions or negligence with regard to **(3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks**.

3. *Effective Date.* This cooperative agreement will take effect upon approval of the County Commission and the public safety agency. Each body shall approve and maintain this agreement pursuant to §70.230, RSMo.

4. This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any term of this agreement, unless done in writing and signed by the same officers as have executed this contract.

5. *Controlling Law.* The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Missouri.

6. *Waiver.* The failure of either party to this agreement to object to or to take affirmative action with respect to the conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach or wrongful conduct.

7. *Notices.* All notices pertaining to this agreement shall be in writing and transmitted by either personal hand delivery or through the United States Post Office, certified or registered mail return receipt requested. All notices shall be sent to addresses set forth above for the respective parties, unless either gives written notice of a change of address.

8. *Headings.* Headings in this agreement are for convenience only and shall not be used to interpret or construe as provisions.

9. *Binding Effect.* The provisions of this agreement are binding on the parties hereto, their heirs, successors and assigns.

**COUNTY OF CLAY, MISSOURI**

Approved:

  
\_\_\_\_\_  
County Counselor

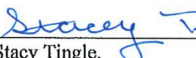
By:

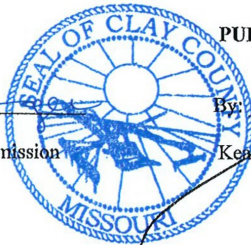
  
\_\_\_\_\_

Presiding Commissioner or Authorized Agent

Name: Jerry Nolte  
Authorized Agent of County

ATTEST:

  
\_\_\_\_\_  
Stacy Tingle,  
Clerk of the County Commission



**PUBLIC SAFETY AGENCY**

By:

  
\_\_\_\_\_

Kearney Police Department



## KEARNEY POLICE DEPARTMENT

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Emergency 911

Bus. 816-628-3925

FAX 816-628-4218

P.O. Box 773

725 West MO 92 Hwy

Kearney, MO 64060

To Clay County Sheriff Will Akin,

The City of Kearney (Police Department) are requesting any used full or half cages for our patrol fleet of vehicles and all accessories, to include but not limited to firearm mounts and rear passenger door window bars. Many of our patrol vehicles are not equipped with any cages whatsoever and we are in need of this equipment for the safety of our officers and prisoner transports. These cages would be issued to patrol officers who do not currently have this equipment already. The vehicle years of our fleet 2012 to 2017 and the vehicle's are Ford Police Interceptor Explorers. If your agency has any other equipment for these vehicles that you're willing to donate it would be much appreciated.

We are requesting this equipment due to our agency not having the financial means in the current budget to purchase these items. Thank you for your understanding, we greatly appreciate it.

Respectfully submitted,

Thomas O'Leary  
Chief of Police

**From:** [Smith, Rodney](#)  
**To:** [Agderian, Aimee](#)  
**Subject:** RE: Kearney PD Donation  
**Date:** Thursday, December 7, 2023 2:19:45 PM

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Aimee,

Sorry for the delay. They're asking for (3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks for those cages.

Rodney L. Smith, Sgt.  
Fleet Manager  
Clay County Sheriff's Dept.  
Liberty, MO. 64068

816-407-3758 Office  
816-365-0737 Cell

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**From:** Agderian, Aimee <[aagderian@sheriffclayco.com](mailto:aagderian@sheriffclayco.com)>  
**Sent:** Thursday, December 7, 2023 12:47 PM  
**To:** Smith, Rodney <[rsmith@sheriffclayco.com](mailto:rsmith@sheriffclayco.com)>  
**Subject:** RE: Kearney PD Donation

Hey Rodney!

Do you have the list of equipment we're planning to donate to Kearney ready for me?

Thanks!  
Aimee

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**From:** Smith, Rodney <[rsmith@sheriffclayco.com](mailto:rsmith@sheriffclayco.com)>  
**Sent:** Tuesday, November 28, 2023 5:32 PM  
**To:** Agderian, Aimee <[aagderian@sheriffclayco.com](mailto:aagderian@sheriffclayco.com)>  
**Cc:** Tarrant, Larry <[larry.tarrant@sheriffclayco.com](mailto:larry.tarrant@sheriffclayco.com)>; Bazzano, Jon <[jbazzano@sheriffclayco.com](mailto:jbazzano@sheriffclayco.com)>  
**Subject:** RE: Kearney PD Donation

Aimee,  
I'll work on getting you a list ASAP.

On another note, I know the last time I talked with Landmark Dodge, a week ago yesterday, I'd mentioned, (per you, Mandy and I's conversation) to them that we'd have the check for the other (9) Durango's on this Thursday. I've been advised that, that dates probably not happening. I'll need to advise them that we won't be there with the check and/or to pick the vehicles up on Thursday. Do we know with any certainty as to when we'll have the check? Thank you.

Rodney L. Smith, Sgt.

Fleet Manager  
Clay County Sheriff's Dept.  
Liberty, MO. 64068

816-407-3758 Office  
816-365-0737 Cell

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**From:** Agderian, Aimee <[aagderian@sheriffclayco.com](mailto:aagderian@sheriffclayco.com)>  
**Sent:** Tuesday, November 28, 2023 3:45 PM  
**To:** Smith, Rodney <[rsmith@sheriffclayco.com](mailto:rsmith@sheriffclayco.com)>  
**Cc:** Tarrant, Larry <[larry.tarrant@sheriffclayco.com](mailto:larry.tarrant@sheriffclayco.com)>; Bazzano, Jon <[jbazzano@sheriffclayco.com](mailto:jbazzano@sheriffclayco.com)>  
**Subject:** RE: Kearney PD Donation

It will be on next week's Commission agenda. I need a detailed list of the equipment we are donating please. Thanks!

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**From:** Smith, Rodney <[rsmith@sheriffclayco.com](mailto:rsmith@sheriffclayco.com)>  
**Sent:** Tuesday, November 28, 2023 11:15 AM  
**To:** Agderian, Aimee <[aagderian@sheriffclayco.com](mailto:aagderian@sheriffclayco.com)>  
**Cc:** Tarrant, Larry <[larry.tarrant@sheriffclayco.com](mailto:larry.tarrant@sheriffclayco.com)>; Bazzano, Jon <[jbazzano@sheriffclayco.com](mailto:jbazzano@sheriffclayco.com)>  
**Subject:** Kearney PD Donation

Aimee,  
Can you tell me where we are in the process of being able to donate some Partitions and other Accessories to the Kearney Police Department? Is that something that had to go through the Commission or just our Command Staff?

Rodney L. Smith, Sgt.  
Fleet Manager  
Clay County Sheriff's Dept.  
Liberty, MO. 64068

816-407-3758 Office  
816-365-0737 Cell

**RESOLUTION**  
OF THE CLAY COUNTY COMMISSION  
CLAY COUNTY, MISSOURI

ATTEST A TRUE COPY  
STACEY TINGLE, CLERK  
CLAY COUNTY COMMISSION  
BY: Chris Falker  
DEPUTY CLERK

2024-04

**APPROVE COOPERATIVE AGREEMENT BETWEEN CLAY COUNTY SHERIFF'S  
OFFICE AND KEARNEY POLICE DEPARTMENT  
TRANSFER OF EQUIPMENT: (3) CAGES FOR 2016-2019 SUV'S  
AND (3) DUAL GUN RACKS  
SHERIFF**

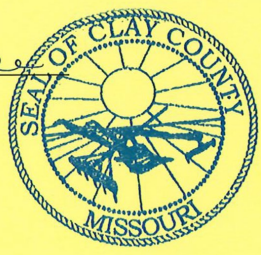
BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI  
THAT, the Commission hereby approves the attached Cooperative Agreement between Clay  
County Sheriff's Office and Kearney Police Department for transfer of equipment: (3) Cages  
for 2016-2019 SUV's and (3) Dual Gun Racks.

ADOPTED BY THE COUNTY COMMISSION OF CLAY COUNTY, MISSOURI, THIS 4th DAY  
OF January, 2024.

APPROVED AS TO FORM AND LEGALITY:  
[Signature]  
COUNTY COUNSELOR, KEVIN GRAHAM

[Signature]  
ON BEHALF OF CLAY COUNTY, MISSOURI  
PRESIDING COMMISSIONER, JERRY NOLTE

ATTEST:  
Stacey Tingle  
COUNTY CLERK, STACEY TINGLE







# REQUEST FOR COMMISSION ACTION

RES  ORD

# 2024-04

Agenda Date: 1/04/24

Department/Office: Sheriff

Staff Contact: Capt. Aimee Agderian

Subject: Donation of Equipment to Kearney Police Department

**Item Description:** Donation of Equipment to Kearney Police Department- of (3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks

**Background:** The Clay County Sheriff's Office is currently in possession of (3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks that had previously been used by Sheriff's Office personnel in their law enforcement duties. The Clay County Sheriff's Office no longer has use for this equipment and has received a request from Kearney Police Department to transfer the equipment to Kearney Police Department for use in its operations.

**Funding Overview:**

Capital Projects Encumbrance Request Form Yes  No  \$ \_\_\_\_\_ (attach)

<b>Budgeted/Funds available in</b>		Fund Name		#
Dept Name	#	Acct Name	#	\$
Budgeted Amount		Contract Amount		

**Action needed:** Commission approval of the cooperative agreement between Clay County Sheriff's Office and Kearney Police Department to transfer the following equipment from Clay County to Kearney: (3) Cages for 2016 – 2019 SUV's and (3) Dual Gun Racks.

**Attachments:**

**Distribute Attested Copies of Resolution/Original Contracts to:** [brandy.young@claycountymo.gov](mailto:brandy.young@claycountymo.gov) , Capt. Aimee Agderian

Requestor