



## **POLICE PARTNERSHIP AGREEMENT**

### **North County Police Cooperative and City of Dellwood**

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of April, 2018 by and between the City of Vinita Park, Missouri (hereinafter referred to as Vinita Park and/or North County Police Cooperative) and the City of Dellwood, Missouri (hereinafter referred to as Dellwood).

#### **ARTICLE I - NORTH COUNTY POLICE COOPERATIVE**

- 1.1 Vinita Park, through members of its Police Department (North County Police Cooperative), agrees to provide to Dellwood, Routine Police Services as more fully described and defined in this agreement.
- 1.2 The services provided for policing between Vinita Park and Dellwood shall be referred to as the "North County Police Cooperative". The "North County Police Cooperative" name is not solely for the North County Police Cooperative – Dellwood partnership. It may include any other municipalities that also partner with North County Police Cooperative for routine police services.
- 1.3 The North County Police Cooperative will furnish Dellwood all necessary Routine Police Services to enforce all Federal and State laws insofar as the same come within the knowledge and notice of the members of the North County Police Cooperative. "Routine Police Services" shall include, by way of illustration and not of limitations, the following:
  - a) The North County Police Cooperative will provide police vehicle(s) clearly marked with the insignia of the "North County Police Cooperative".
  - b) The service area of the North County Police Cooperative will be divided into two or more precincts for patrol. Dellwood will be included as one of the respective precincts. At Dellwood's choosing; The Dellwood City Hall/Police facility may be utilized by North County Police Cooperative personnel assigned to the Dellwood Precinct.
  - c) The Dellwood Precinct will have two highly visible police officers assigned for patrol at all times, (24 hours per day, seven days per week, and 365 days per year). The North County Police Cooperative will hire 11 police officers (10 Patrol, 1 Detective) to properly staff Dellwood. Included in the staffing will be One Sergeant and three

Corporals assigned as patrol supervisors for Dellwood. The North County Police Cooperative will also have available "floating" supervisors from other cities for which they patrol. A Precinct Commander of Captain or Lieutenant rank will also be assigned directly to Dellwood, and at Dellwood's discretion, the Captain / Lieutenant will have a full time office in the Dellwood City Hall / Police facility. (See 1.3i).

- d) Officers assigned to Dellwood and any other North County Police Cooperative Precinct may assist each other as necessary. If called upon to assist officers in the other areas in close proximity to Dellwood, assisting officer(s) will complete their assignment with all due diligence and return to their respective precinct(s) in a timely manner.
- e) If emergency police assistance is requested in the area, but outside the Dellwood Precinct, Dellwood Precinct officer(s) may temporarily suspend patrol in the Dellwood Precinct in order to provide assistance as needed. The Dellwood Precinct officer(s) will make every effort to limit the occasion and time spent providing emergency assistance outside the Dellwood Precinct.
- f) If the Dellwood Precinct officers are unavailable due to previous assignment/duties, officer(s) from the other North County Police Cooperative areas of patrol will provide timely assistance to the Dellwood Precinct.
- g) If additional officer(s) are needed in Dellwood, North County Police Cooperative officer(s) will respond as necessary. This agreement is in place for all North County Police Cooperative Precincts.
- h) The Dellwood Precinct officer(s) may temporarily leave their precinct for normal patrol functions such as but not limited to: meal breaks, restroom breaks, transport of arrestees, investigation involving recent crimes within the Dellwood Precinct, fueling, etc....
- i) In order to maintain and develop relationships between the police department, elected officials and citizens of Dellwood, the North County Police Cooperative will provide a Community Policing Commander assigned directly to the Dellwood Precinct. This Precinct Commander will be assigned the rank of Captain or Lieutenant. The Precinct Commander will also be available to Dellwood at all times. The Precinct Commander will be expected to promote a strong community partnership between the police, citizens and elected officials for Dellwood.
- j) Upon Dellwood's request, North County Police Cooperative Staff will meet with Dellwood at any mutually agreed upon time to discuss best practices, crime reports, and crime trends that may or may not affect how routine police service is delivered to Dellwood. The Chief of Police, Assistant Chief of Police, and all staff officers will endeavor to remain available to Dellwood at all times for consultation of police services.

- k) The North County Police Cooperative will provide or cause to be provided police services for investigation and/or prosecution of major cases and felonies. The North County Police Cooperative will enhance its Bureau of Criminal Investigations (BCI) by at least one additional detective who will be assigned all felony and serious misdemeanor cases in Dellwood. Additionally, all investigators assigned to BCI will participate, as necessary, to any investigations requiring more than one investigator. This agreement does not preclude any other investigator with BCI being assigned any investigations in Dellwood. The detectives will fall under the direct supervision of the BCI Commander for the North County Police Cooperative.
  - l) Any and all other police services normally associated with policing a city such as Dellwood, to include but not limited to:
    - a. Criminal Investigations
    - b. Drug Enforcement
    - c. Traffic Enforcement
    - d. Major Case Squad
    - e. Crime Scene Investigations
    - f. Community Partnership Functions
    - g. Quality of Living Enforcement
    - h. Code Enforcement as requested
- 1.4 North County Police Cooperative officers will enforce all General Ordinances of Dellwood as prescribed by city ordinance. North County Police Cooperative staff officers will meet with all officers prior to initiating this agreement and provide orientation regarding Dellwood general ordinances. These ordinances will be provided to the North County Police Cooperative either in electronic format or hard copy form prior to initiating this agreement.
- 1.5 North County Police Cooperative officers will serve or cause to be served all summons issued by Dellwood and all warrants issued by the Municipal Judge of Dellwood.
- 1.6 North County Police Cooperative officers will be required to attend any trial or court proceeding where the attendance of such person is necessary as a witness in any matter pending before the Municipal Court of Dellwood or other courts of St. Louis County, Missouri or Federal Courts of the United States of America.
- 1.7 The Chief of Police of the North County Police Cooperative, or duly authorized representative, shall attend upon request, any meeting of the Dellwood Board of Aldermen. The Chief of Police will maintain open communication with Dellwood and will endeavor to further said communication whenever possible.

- 1.8 Staffing levels in the North County Police Cooperative will be consistent with the proposal given to Dellwood in order to maintain adequate coverage for all precincts covered by the North County Police Cooperative.
- 1.9 All North County Police Cooperative officers are currently and will continue to receive yearly, racial sensitivity and de-escalation training.
- 1.10 The North County Police Cooperative will provide a minimum of one police officer for security purposes at every Dellwood court session and Board of Aldermen meeting. Whenever possible, duly sworn and certified, part time officers will be assigned for security in order to lessen the hourly cost to Dellwood. If Dellwood requests more officers for court sessions and/or Board of Aldermen meetings, the North County Police Cooperative will provide officers as requested.

## **ARTICLE II - CITY OF DELLWOOD**

- 2.1 Dellwood, through its public officials, agrees to participate in this Agreement as more fully described herein.
- 2.2 Any copies of Police Reports forwarded to the Police Commissioner and/or Mayor of Dellwood shall be provided in the capacity that such a person is the chief law enforcement contact for the municipality and shall remain confidential. Any and all additional copies thereof shall be acquired only through the North County Police Cooperative or the Attorney for Dellwood.
- 2.3 Dellwood will keep, or cause to be kept, to the extent reasonably possible, all streets and alleys free of snow to provide access for police vehicles solely for the purpose of assisting The North County Police Cooperative in its response time to render police protection and services.
- 2.4 As provided by Dellwood, a police precinct station may be maintained within the existing City Hall/Police Facility of Dellwood. This station will be equipped with all necessary office supplies and restroom facilities.
- 2.5 In an effort to reduce cost and to keep officers on the street, Dellwood will provide minimal clerical assistance for distributing police reports, tow releases and other materials to the general public.
- 2.6 During the entire term of this Agreement, Dellwood agrees to provide all police training fund revenue generated through summons issued through Dellwood Municipal Court, to the Vinita Park Training Fund. As prescribed by MO State Statute, Vinita Park will only use this training fund revenue for police training. Training Fund revenue will be forwarded from Dellwood to Vinita Park every three months of this Agreement

### **ARTICLE III- CONTRACT TERM, FEES AND EXPENSES**

- 3.1 The term of this Agreement shall be five, 12 month periods. The service of this Agreement shall commence on the 11<sup>th</sup> day of April, 2018, and shall remain in effect for five, 12 month periods, ending on the 11<sup>th</sup> day of April, 2023.
- 3.2 For Routine Police Services enumerated herein, Dellwood agrees to pay Vinita Park a monthly fee and reimburse Vinita Park for such expenses as shall be determined under this Agreement.
- 3.3
- a) During the first year of this agreement, the base fee for routine police services shall be \$964,824.00 per year, payable in equal monthly installments of \$80,402.00. The first such installment shall be due and payable on April 11, 2018 with the remaining installments being due and payable on the 11<sup>th</sup> day of each succeeding month for eleven (11) months.
  - b) During the second year of this agreement, the base fee for routine police services shall be \$964,824.00 per year, payable in equal monthly installments of \$80,402.00. The first such installment shall be due and payable on April 11, 2019 with the remaining installments being due and payable on the 11<sup>th</sup> day of each succeeding month for eleven (11) months.
  - c) During the third year of this agreement, the base fee for routine police services shall be \$964,824.00 per year, payable in equal monthly installments of \$80,402.00. The first such installment shall be due and payable on April 11, 2020 with the remaining installments being due and payable on the 11<sup>th</sup> day of each succeeding month for eleven (11) months.
  - d) During the fourth year of this agreement, the base fee for routine police services shall be \$964,824.00 per year, payable in equal monthly installments of \$80,402.00. The first such installment shall be due and payable on April 11, 2021 with the remaining installments being due and payable on the 11<sup>th</sup> day of each succeeding month for eleven (11) months.
  - e) During the fifth year of this agreement, the base fee for routine police services shall be \$964,824.00 per year, payable in equal monthly installments of \$80,402.00. The first such installment shall be due and payable on April 11, 2022 with the remaining installments being due and payable on the 11<sup>th</sup> day of each succeeding month for eleven (11) months.
  - f) Any payments delinquent more than 15 days shall be assessed a three percent late fee.

- 3.4 Excluding the attendance of the Chief of Police, or his duly authorized representative as provided in §1.7 hereof, Dellwood agrees to reimburse to Vinita Park any authorized overtime or hourly amount required for North County Police Cooperative officer(s) to attend court sessions or Board of Aldermen meetings on behalf of Dellwood. Unless otherwise requested by Dellwood, the North County Police Cooperative will provide a minimum of one police officer for security purposes at every Dellwood court session and Board of Aldermen meeting. Whenever possible, duly sworn and certified, part time officers will be assigned for security in order to lessen cost. If Dellwood requests more officers for court sessions and/or Board of Aldermen meetings, the North County Police Cooperative will provide officers as requested.

#### **ARTICLE IV- TERMS AND CONDITIONS**

- 4.1 In accordance with state law, it is expressly understood that any duly appointed police officer for the North County Police Cooperative who enters Dellwood under the terms of this Agreement shall remain under the authority and jurisdiction of the Chief of Police of the North County Police Cooperative. The Chief of Police and police officers will make every effort to assist the Dellwood Mayor and Board of Aldermen in taking steps to combat crime and further their community relationships.
- 4.2 It is expressly understood that all persons arrested by any North County Police Cooperative police officer on behalf of Dellwood shall either be held in The Vinita Park Police Department jail and allowed to post bond or be turned over to the St. Ann City Jail, or other nearby jail, and admitted to bail in such manner as prescribed by existing laws and/or jail policies. Nothing herein shall require any officer to actually take into custody any person accused of any traffic violation wherein, at the discretion of the officer, a copy of the charges will be sufficient to accomplish the presence of the accused. Any expenses incurred for housing of municipal prisoners longer than 24 hours shall be the burden of Dellwood. The North County Police Cooperative Dellwood Precinct Commander or designee will inform the Police Commissioner/Mayor of Dellwood when a prisoner expense is foreseeable and an effective plan to eliminate or lessen the expense upon Dellwood will be agreed to. This may include, but is not limited to releasing a prisoner on a lowered bond or a personal recognizance bond.
- 4.3 The City of Vinita Park, Missouri, agrees to indemnify and hold harmless the City of Dellwood, Missouri, from any and all liabilities, lawsuits, expenses, costs and attorney's fees incurred related to performance or non-performance of all Police Services provided by police officers of The North County Police Cooperative within the boundaries of Dellwood, Missouri, including but not limited to any negligent, malicious or intentional acts whether unlawful or lawful.

- 4.4 The City of Vinita Park shall carry all forms of insurance that may be required, including but not limited to; a public liability policy offering minimum limits of \$100,000/\$800,000 for bodily injury and \$50,000 for property damage; and Police Professional Liability Insurance in the amount of \$500,000 per officer, per occurrence.
- 4.5 In accordance with the non-discriminatory ordinances of Vinita Park, the North County Police Cooperative will not discriminate against citizens, employees or applicants for employment on the basis of race, religion, color, sex or national origin.

#### **ARTICLE V-TIME OF PERFORMANCE: TERMINATION**

- 5.1 It is expressly understood and agreed that this Agreement cannot be immediately terminated by either party during the first one hundred and eighty (180) days of the Term, except upon a material breach of the Agreement by either party with prior written notice thereof provided to the breaching party. It is further expressly understood and agreed that after the first one hundred and eighty (180) days of the Term, the Agreement may be terminated with or without cause, by either party with one hundred and eighty (180) days prior written notice of such termination delivered to the other party, either being the Mayor for the City of Vinita Park or the Mayor for the City of Dellwood. Any fees or expenses due related to Routine Police Services or any other services or costs described under this Agreement shall be adjusted on a prorated basis. Termination of the Agreement under this paragraph does not absolve either party of their responsibilities under this Agreement up until the stated termination date. Paragraph 4.3 survives termination.
- 5.2 This Agreement may be amended only by the written mutual consent of the parties. In the event of any inconsistency between this Agreement and any other agreement between the parties with respect to the subject matter herein, this Agreement shall govern and control. The various provisions of this Agreement shall be deemed to be separate and severable and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remaining provisions. If any provision of this Agreement shall be unenforceable in any jurisdiction, it shall be deemed modified to conform to the minimum requirements of such jurisdiction without affecting the effectiveness of the provision in any other jurisdiction. The failure of either party to enforce at any time any term or condition of this Agreement shall not be construed to be a waiver of such term or condition, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such term or condition. The parties do not intend that any agency, joint venture or partnership relationship be created between them by this Agreement. This Agreement shall be construed in accordance with the laws of the State of

Missouri. The jurisdiction for any cause of action under this Agreement will be in a court located in St. Louis County and both parties agree to submit to this jurisdiction. This Agreement is being executed in two or more counterpart, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties have hereunto caused these present to be signed by their respective officers with seal affixed on the day first above written.

CITY OF DELLWOOD, MISSOURI

By: 

REGGIE JONES, MAYOR OF DELLWOOD, MISSOURI

CITY OF VINITA PARK, MISSOURI

By: 

JAMES MC GEE, MAYOR OF VINITA PARK, MISSOURI