

POLICE SERVICE AGREEMENT

BY AND BETWEEN

COUNTY OF ST. LOUIS

AND CITY OF DELLWOOD

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POLICE SERVICE AGREEMENT

CITY OF DELLWOOD AND ST. LOUIS COUNTY, MISSOURI



THIS AGREEMENT entered into this ___ day of _____, 201___, by and between the CITY OF DELLWOOD, a municipality in St. Louis County, Missouri, hereinafter referred to as "CITY", and ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as the "COUNTY").

WITNESSETH THAT:

RECITALS

WHEREAS, the provisions of Section 70.210 to 70.320 RSMo. empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Section 701.070.4 SLCRO 1974, as amended, authorizes the Chief of Police of St. Louis County to contract for its services with municipalities; and

WHEREAS, the CITY desires to engage the services of the St. Louis County Police Department, hereinafter referred to as the POLICE DEPARTMENT to provide for the enforcement of its Ordinances, and special police protection and services, including local patrols and traffic supervision; and

WHEREAS, the CITY has duly enacted and approved Ordinance No. _____, a copy of which is attached hereto and made a part hereof, authorizing the Mayor and City Clerk to execute this contract and to appoint any or all police officers of the POLICE DEPARTMENT, designated by the Chief thereof, as police officers of said CITY;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE COUNTY AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

(1) The POLICE DEPARTMENT shall continue to render to the CITY the same general police services in the enforcement of the laws of the State of Missouri as it now renders to all of St. Louis County.

(2) The police officers of the POLICE DEPARTMENT shall, without detracting from their power and authority as members of the POLICE DEPARTMENT, serve as police officers of the CITY, and shall perform such duties as are enjoined on them by the Statutes of the State of Missouri and the Ordinances of the CITY. Whenever possible, traffic violations will be prosecuted under Ordinances of the CITY.

(3) The duties prescribed in paragraph two (2) hereof shall include: all full service police services and the same level of service provided citizens of unincorporated ST. LOUIS COUNTY specifically including, but not limited to:

A. **Patrol Service** – To include seven (7) days per week, twenty-four (24) hours per day regular motorized patrol, responding to radio directed assignments, car checks, enforcement of moving traffic violations, driving while intoxicated arrests, follow-up investigations of certain offenses, auto thefts and other uniform policing functions. In addition, the COUNTY shall provide one uniform police officer one night each month for the purpose of providing security at the municipal court of CITY. The COUNTY shall provide twelve (12) police officers from the St. Louis County Police Department and one (1) officer with the rank of Sergeant who will command the assigned officers. Said officers shall cooperate with the CITY in the performance of their duties and shall serve as police officers of the CITY but shall be subject to the supervision of the COUNTY recognized chain of command. All services performed under this Agreement shall be at a minimum as set out in Exhibit A which is attached hereto and made part of this Agreement.

B. **Tactical Operations Services** - to deal with incidents involving armed and barricaded person, hostage, sniper or other situations wherein specialized police tactics or weapons are required, and other special enforcement situations.

C. **Flight Operations** - To provide emergency rescue capabilities, as well as aerial support to all units of the Department.

D. **Crimes Against Property** - to conduct thorough, comprehensive follow-up investigations of burglaries, auto thefts, larcenies, frauds, arsons and explosions.

E. **Crimes Against Persons** - To conduct thorough, comprehensive investigations of homicides, robberies, felonious assaults, sexual assaults, missing persons and juvenile abuse and neglect cases.

F. **Drug Enforcement** - To actively investigate, arrest and prosecute those persons who unlawfully possess, sell, deliver, cultivate, distribute or manufacture controlled substances.

G. **Special Investigations** - To conduct investigations of victimless crimes with emphasis on confidence games, gambling/bookmaking, and anti-fence investigations; to conduct investigations of human trafficking, prostitution, child pornography, on-line child exploitation, and other special investigations at the direction of the Chief of Police.

H. **Identification Services** - Responsible for crime scene investigations relating to collection and preservation of evidence, identification and maintenance of records of arrested persons, prisoner processing support and transportation, the execution of warrants regarding fugitives, photography, fingerprint identification and examination and analysis of physical material, including firearms identification.

I. **Communications** - With a Computer Aided Dispatch System, provide radio dispatching, REJIS information, and other support services of the mobile units; provide complaint service section services as a primary emergency 911 and secondary emergency medical answering point, process requests for police, fire and emergency medical services. The CITY will pay for telephone line costs and the COUNTY will provide the equipment necessary to utilize the CARE system and the associated monthly management reports.

J. **Record Room** - Responsible for the recording, including maintenance and processing of criminal and non-criminal police reports; a 24-hour police reporting service, CARE; code and enter all police reports; Uniform Crime Reporting System; provide access to REJIS information and traffic ticket processing. COUNTY will provide monthly crime reports to the CITY.

K. **Training** - The COUNTY will maintain training of the police officers in accordance with State Statute. The cost of such training shall be considered paid by the CITY and is included as part of the total cost of this Agreement.

L. **Special Events** - Such protection for special events and such other ordinary police protection or services as may be reasonably needed or requested by the CITY.

(4) The policies and procedures of the POLICE DEPARTMENT will be followed in the enforcement and conduct of the above referred services.

ARTICLE II - ADMINISTRATION OF PERSONNEL

(1) COUNTY shall be able to adjust beats and assignments on a temporary basis to render general police services to the CITY in the enforcement of the laws of the CITY OF DELLWOOD and the State of Missouri in accordance with the terms of this Agreement. The officers of the POLICE DEPARTMENT acting pursuant to this Agreement and responding to any emergency outside of the CITY will be so designated by the watch commander and when acting outside of the CITY in an emergency situation, will be

considered as on active duty, the same as they would be when acting on their regular duties within the CITY OF DELLWOOD.

(2) Assigned officers shall cooperate with the CITY in the performance of their duties but shall be subject to the supervision of the POLICE DEPARTMENT recognized chain of command.

ARTICLE III - TERMS OF AGREEMENT

(1) Unless terminated as provided in Article V of this Agreement, this Agreement shall consist of an initial term from April 12, 2018 to December 31, 2018, followed by two (2) automatic one-year renewal terms as follows:

April 12, 2018 – December 31, 2018 ("Initial Term")
January 1, 2019 – December 31, 2019 ("First Renewal Term")
January 1, 2020 – December 31, 2020 ("Second Renewal Term")

In no instance shall this agreement continue beyond December 31, 2020.

ARTICLE IV - BILLING RATES

(1) For the Initial Term, the CITY shall pay the COUNTY for the special municipal police services set out herein, a monthly sum of One Hundred Thirty-Six Thousand Dollars and Fifteen Cents (\$136,302.15) payable monthly in advance on the first day of each month for a total contract cost of One Million Ninety-Thousand Four Hundred Seventeen Dollars and Nineteen Cents (\$1,090,417.19).

(2) The projected costs of services for the first renewal term of the Agreement shall not exceed 5% of the costs of the original term as if it were for a full twelve (12) month period wherein the annual cost would have been One Million Five-Hundred Seventeen Thousand One Hundred Sixty-Two Dollars and Thirty-Eight Cents (\$1,517,162.38) plus any adjustment(s) as provided in Article III. Prior to the renewal of any one-year term, the COUNTY may adjust the cost of this Agreement due to an increase in COUNTY's personnel and support service costs. The adjusted cost will take effect on the first day of the applicable renewal term. At least 30 days prior to the expiration of the Initial Term and the First Renewal Term, COUNTY shall communicate in writing to CITY the cost increase to the Agreement in the form of a "Police Service Costs" sheet similar to Exhibit A. If the Agreement cost is not agreed upon by the parties within each following year of the initial Agreement or within the first renewal term, the Agreement cost will be increased by a rate of 5% of the prior year's cost and this cost will continue in effect during the period of negotiations until the parties agree to a new rate. Once the rate increase is agreed to, the

increased rate will apply retroactively to January 1st of the applicable year. CITY shall pay COUNTY for its police services on the first day of each month that the Agreement is in effect.

(3) A review of the account will be performed twice a year to determine if the CITY has a balance on the account. If a credit/past due balance is found, a statement will be sent to the CITY.

(4) As of March 5, 2018, the CITY has an outstanding balance of Five Hundred Seventy-Eight Thousand Four Hundred Eighty-Eight Dollars and Thirty-Five Cents (\$578,488.35) for police services rendered by COUNTY for CITY. CITY shall pay the outstanding balance owed before this Agreement is terminated on December 31, 2020.

ARTICLE V - RIGHT OF TERMINATION

(1) Any party may choose to terminate this Agreement by giving written notice to the other party at least six (6) months prior to any renewal term of this Agreement.

(2) Either party shall have the option to renegotiate or to terminate this Agreement in the event that the CITY's boundaries are altered in any manner from those existing as of the date of this Agreement or in the event that the number of dwellings, business places and traffic arteries are substantially changed from that existing at the time of this Agreement.

(3) This Agreement shall automatically be terminated in the event that the appropriate officer, agent, council or other body with the authority to appropriate money fails to appropriate sufficient funds to pay for the obligations imposed by this Agreement for the fiscal year in question. The CITY agrees to inform the COUNTY in good faith at the earliest time should such non-appropriation become apparent. Failure to appropriate funds to continue this Agreement in any subsequent fiscal year shall not be deemed a breach by the CITY.

ARTICLE VI - ST. LOUIS COUNTY ALARM SYSTEMS CODE

(1) It is further understood that the CITY shall maintain in effect during the life of this contract the previously enacted ordinance pertaining to alarm systems in the CITY which is identical in intent and result to the St. Louis County Alarm Systems Code.

ARTICLE VII - DEFENSE OF CLAIMS

(1) As between the parties hereto, CITY is not responsible for defense of claims against the COUNTY or personnel providing services under this Agreement, and insofar as

either party is legally responsible for such defense, it is the COUNTY. This provision shall not be understood as waiving the sovereign immunity or any other defense of either party, or as an indemnity by either party for conduct for which the other party is responsible by

law. This provision is not for the benefit of personnel or any other third party.

ARTICLE VIII – NOTICES

(1) Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

A. Notices to POLICE DEPARTMENT shall be addressed as follows:

St. Louis County Police Department
Police Contract Services Unit
Attn: Unit Commander
7900 Forsyth Boulevard
Clayton, Missouri 63105
Phone #:314-615-0184

B. Notices to CITY shall be addressed as follows:

City of Dellwood
Attn: Mayor Reggie Jones
Address:1415 Chambers Road
Dellwood, Missouri 63135
Phone #:314-521-4339

ARTICLE IX - AMENDMENTS

(1) The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment and/or materials provided and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums or amendments to this Agreement in the event of adjustments requested. The CITY may demand an increase in the level of services to be provided by COUNTY at any time to include the acquisition of additional equipment and/or

vehicles, upon sixty (60) day written notice to COUNTY. COUNTY shall provide such increased level of services to CITY if COUNTY can provide the level of services as requested by CITY. The changes in costs of such services where developed shall be set forth in the same manner as the costs set forth in Exhibit A and subject to payment by CITY as set forth in Art. IV of this Agreement.

ARTICLE X - ENTIRE AGREEMENT

(1) This Agreement, Attachment A, and any executed Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement.

IN WITNESS WHEREOF, COUNTY and CITY have signed their names and affixed their official seals to this Agreement on the day and year first above written.

Attest:

CITY OF DELLWOOD

CITY Clerk

By _____
Mayor



Attest:

ST. LOUIS COUNTY, MISSOURI

CITY Attorney

By _____
County Executive

Approved:

Attest:

Administrative Director

Chief of Police
St. Louis County Police Department

ST. LOUIS COUNTY
BOARD OF POLICE COMMISSIONERS

Approved as to Legal Form:

By _____
Chairman

County Counselor

Approved:

Accounting Officer

SIGNATURES

Police Service Agreement Explanation of Costs
CITY OF DELLWOOD
Contract Year(s) 2018-2019
Original Term/Exhibit A

	<u>2018-2019 Cost</u>
I. Police Officer(s) (12)	\$1,168,587.24
II. Patrol Vehicle(s) (5)	\$72,149.65
III. Supervisory Costs	\$121,255.06
IV. Support and Indirect Costs	\$155,170.43
Total Cost (12 Months)*	<u><u>\$1,517,162.38</u></u>
Monthly Cost**	\$126,430.20

*Prorated Cost for Original Term (April 12-December 31, 2018) will be \$1,090,417.19

**Monthly Cost (May-December 2018) will be \$136,302.15

As of March 5, 2018, there is an outstanding balance of \$578,488.35