

Bill No. 5040

Ordinance No. \_\_\_\_\_

Requested by: Chief Kurt Frisz

Sponsored by: Mike Elam

AN ORDINANCE AUTHORIZING  
EXECUTION OF THE ST. CHARLES COUNTY  
CRITICAL INCIDENT RESPONSE TEAM  
MEMORANDUM OF UNDERSTANDING

WHEREAS, a Memorandum of Understanding is made between St. Charles County, the City of Cottleville, the City of Foristell, the City of Lake St. Louis, the City of O’Fallon, the City of St. Charles, the City of St. Peters, the City of Wentzville, and the St. Charles County Community College Police Department, each being an “Agency” and collectively, the “Agencies”; and

WHEREAS, the Agencies desire to establish an accepted means to coordinate mutual aid between and among the St. Charles County-area law enforcement Agencies in relation to the criminal investigation of officer involved shootings and other major level incidents that may not meet the criteria for a major case call out but would require a large amount of investigative resources or a “Critical Incident”; and

WHEREAS, each Agency shall identify investigator(s) to be available for call out in the event of a Critical Incident; and

WHEREAS, the St. Charles County Police Department shall provide their Crime Scene Unit for processing Critical Incident scenes; and

WHEREAS, Section 70.220, RSMo, authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive and the St. Charles County Chief of Police are hereby authorized to execute an intergovernmental agreement with municipalities who are signatories of the St. Charles County Critical Incident Response Team Memorandum of Understanding, and with other municipalities within St. Charles County that may request to join such team in the future.

Section 2. The intergovernmental agreement shall be substantially the same in form and content as that attached hereto and incorporated herein by reference as **EXHIBIT A**.

Section 3. The County Executive has indicated that compliance with all the terms of the agreements authorized by this ordinance shall be the responsibility of the County Chief of Police.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and the intergovernmental agreement authorized hereby shall be effective upon its lawful execution by the appropriate officials of the participating Municipalities as required by Chapter 70 of the Revised Statutes of the State of Missouri.

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DATE PASSED

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DATE APPROVED BY COUNTY EXECUTIVE

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CHAIR OF THE COUNCIL

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COUNTY EXECUTIVE

ATTEST:

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COUNTY REGISTRAR

## EXHIBIT A

### ST. CHARLES COUNTY CRITICAL INCIDENT RESPONSE TEAM MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made as of [DATE], 2021 (the “Effective Date”) by and between St. Charles County, the City of Cottleville, the City of Foristell, the City of Lake St. Louis, the City of O’Fallon, the City of St. Charles, the City of St. Peters, the City of Wentzville, and the St. Charles County Community College Police Department (each, an “Agency” and collectively, the “Agencies”).

WHEREAS, Chapter 70, Sections 220 through 325, of the Missouri Revised Statutes, as amended, permit political subdivisions to contract and cooperate with one another for a common service within the scope of the powers of such political subdivision; and

WHEREAS, the Agencies desire to establish an accepted means to coordinate mutual aid between and among St. Charles County-area law enforcement Agencies in relation to the criminal investigation of officer involved shootings and other major level incidents that may not meet the criteria for a major case call out but would require a large amount of investigative resources (“Critical Incident”).

NOW, THEREFORE, it is hereby understood among the parties:

1. **Critical Incident Response Team.**

- a. St. Charles County Police Department shall identify a detective of Lieutenant Rank from its Criminal Investigation Bureau to respond to calls to activate the Critical Incident Response Team in accordance with the procedure set forth in Section 2 below (the “St. Charles County Lieutenant”).
- b. For each Critical Incident, one investigator of Lieutenant Rank will serve as Commander of the call out. The Commander role will be assigned by the St. Charles County Lieutenant for each Critical Incident in accordance with Section 2 below.
- c. Each Agency shall identify investigator(s) to be available for call out in the event of a Critical Incident, at least one of which should be a detective of Lieutenant Rank to be available to serve as a Commander.
- d. St. Charles County Police Department shall provide their Crime Scene Unit for processing Critical Incident scenes.

2. **Requests to Activate Critical Incident Response Team; Deactivation.**

- a. Upon occurrence of any Critical Incident, the Agency having primary jurisdiction over the Critical Incident may in its sole discretion call the St. Charles County Lieutenant to activate the Critical Incident Response Team.
- b. Upon receipt of a call to activate the Critical Incident Response Team, the St. Charles County Lieutenant shall promptly identify a Commander and assign investigators to investigate the Critical Incident. Except when the Critical Incident is an officer involved shooting, the Commander may be a member of the requesting Agency.

- c. Investigators assigned to the Critical Incident Response Team shall be subject to lawful commands by the Commander during their investigation of the Critical Incident.
  - d. The initial deployment of the Critical Incident Response Team shall be for a period of up to three (3) days. The Agencies may mutually agree to extend the assignment of investigators to a deployment of the Critical Incident Response Team for additional one (1) day periods.
  - e. The Critical Incident Response Team assigned to investigate a particular Critical Incident may be partially or completely deactivated at any time for any reason at the direction of the Agency having primary jurisdiction over the Critical Incident. Additionally, the employer of a Critical Incident Response Team member assigned to investigate a particular Critical Incident may recall the Critical Incident Response Team member at the employer's sole discretion at any time.
3. **Critical Incident Commander Responsibilities.** The Commander is responsible for keeping the head of the Agency that requested to activate the Critical Incident Response Team informed as to the progress of the investigation. The Commander is also responsible for the presentation of the investigation to the Prosecuting Attorney's Office having jurisdiction over the Critical Incident for their consideration.
4. **Media Relations.** The Agency activating the Critical Incident Response Team shall provide their own public information officer to manage the media inquiries and social media regarding each Critical Incident. Any request for release or confirmation of information concerning the investigation shall be referred to the assigned public information officer.
5. **Training.** The Agencies shall make reasonable efforts to collaborate in training Critical Incident Response Team investigators together. On an annual basis, the Agencies shall identify and select training opportunities for Critical Incident Response Team investigators.
6. **Reporting.** All reports and documentation regarding the Critical Incident investigation shall be documented utilizing the requesting Agency's records management system.
7. **Indemnification.** To the extent permitted by applicable law, each Agency shall indemnify, defend and hold harmless the other Agencies, and their respective elected officials, officers, agents, and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the negligent or intentional activities of the indemnifying party, or its elected officials, officers, agents, or employees acting within the scope of this MOU, provided however, that such indemnification shall not

apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the indemnified party or its elected officials, officers, agents, or employees. Notwithstanding anything herein to the contrary, no provision, term, or condition in this MOU shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law. Each Agency shall remain solely responsible for workers compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the Agency having primary jurisdiction over the Critical Incident. Each Agency shall be responsible for the repair or replacement of its own property to the extent such property is damaged by the fault of its own employee. A decision to refuse to activate the Critical Incident Response Team, or a decision to deactivate the Critical Incident Response Team once it has been activated, or to recall a team member assigned to investigate a particular major crime shall not be a basis upon which an Agency may impose liability for damages upon another Agency.

8. **Costs.** Each Agency shall pay all wages and benefits due any of its personnel, including overtime pay, worker's compensation benefits and death benefits, as if those employees were on duty working directly for Agency by which he or she is employed. Each Agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment, notwithstanding that the equipment is used under the supervision and control of the Agency of primary jurisdiction over the Critical Incident.
9. **Term; Termination.** The term of this MOU shall commence as of the effective date and continue until terminated by the Agencies (the "Term"). Upon mutual consent of all the Agencies, this MOU may be terminated at any time. Any Agency that is a party to this MOU may withdraw from it upon giving written notice to the other Agencies, provided that such notice shall not be given while the Agency seeking to withdraw is actively receiving aid pursuant to this MOU from any other Agency. Upon an Agency's withdrawal from this MOU, the MOU shall remain in effect as among the remaining Agencies. Withdrawal shall not alter or remove Agency's indemnification obligations as set out in section 7, above.
10. **Notice; Communications.** Except with respect to the operations of the Critical Incident Response Team, any other notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person, or sent certified, return receipt requested, via United States mail, or via facsimile transmission, to the County Executive for the County, and to the Mayor or other chief executive officer for any Agency, at their addresses or facsimile transmission numbers of their public office. Notices shall be effective as follows: (i) in the case of certified mail,

return receipt requested, upon the third day after such notice is deposited in the U.S. Mail in the manner specified; (ii) in the case of delivery, upon delivery of such notice at the address specified; and (iii) in the case of facsimile transmission, upon the sender's receipt of the facsimile system's confirmation of successful transmission to the facsimile number specified; provided, however, that any notice sent by facsimile must also be transmitted in one of the other manners provided hereunder. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the County and the Agencies.

11. **Authority.** Each Agency represents and warrants that it has all requisite power and authority to execute, deliver and perform this MOU and to consummate the transactions contemplated hereby. This MOU has been duly and validly executed and delivered by each Agency and constitutes the valid and binding obligations of the Agency enforceable against the Agency in accordance with its terms.
12. **Entire Agreement; Amendments.** This MOU represents the parties' entire agreement with respect to the matters specified herein. This MOU may only be amended in writing, acknowledged by the authorized signature of all parties.
13. **Severability.** Any provision of the MOU that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

*Signature page follows*

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this MOU as of the Effective Date.

**ST. CHARLES COUNTY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: County Executive

**Recommended by:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: St. Charles County Chief of Police

**CITY OF COTTLEVILLE, MISSOURI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chief of Police



**CITY OF FORISTELL, MISSOURI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chief of Police

**CITY OF LAKE ST. LOUIS, MISSOURI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chief of Police

**CITY OF O’FALLON, MISSOURI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chief of Police

**CITY OF ST. CHARLES, MISSOURI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chief of Police

**CITY OF ST. PETERS, MISSOURI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chief of Police

**CITY OF WENTZVILLE, MISSOURI**

By: \_\_\_\_\_

Printed Name: Nickolas Guccione

Title: Mayor

By: \_\_\_\_\_

Printed Name: Paul West

Title: Chief of Police

**ST. CHARLES COUNTY COMMUNITY COLLEGE POLICE DEPARTMENT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_