

Bill No. 5064

Ordinance No. _____

Requested by: Steve Ehlmann and Kurt Frisz

Sponsored by: Nancy Schneider

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN “ASSOCIATE MEMBERSHIP AGREEMENT BY AND BETWEEN THE ST. CHARLES COUNTY REGIONAL DRUG TASK FORCE” AND MEMBER LAW ENFORCEMENT AGENCIES NOT LOCATED IN ST. CHARLES COUNTY BUT SEEK TO PARTICIPATE IN THE ST. CHARLES COUNTY REGIONAL DRUG TASK FORCE

WHEREAS, Article 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, permit political subdivisions to enter into joint agreements for a public purpose; and

WHEREAS, the Intergovernmental Drug Laws Enforcement Act, as currently codified in Chapter 195, Sections 501 through 515, of the Revised Statutes of Missouri, and beginning on January 1, 2017, as codified in the Revised States of Missouri Chapter 650, Sections 150 through 165, as amended, provide for the establishment of Multijurisdictional Enforcement Group units by order or ordinance; and

WHEREAS, the St. Charles County Regional Drug Task Force was created in 1998 by Ordinance 98-193, and amended by Ordinances 02-057, 15-062, 16-048 and 19-097; and

WHEREAS, the current members of the St. Charles County Regional Drug Task Force are St. Charles County; the municipalities of Cottleville, Dardenne Prairie, Foristell,

Lake Saint Louis, O'Fallon, St. Charles, St. Peters, Wentzville; and St. Charles Community College; and

WHEREAS, the Drug Task Force has the purpose of conducting intensive professional investigation of narcotics and drug law violations within the St. Charles County area in order to better ensure and maintain the security and safety of citizens within the County and the region; and

WHEREAS, to best combat the flow of illegal narcotics through St. Charles County it is necessary to increase the level of cooperation between regional law enforcement, by providing for the St. Charles County Regional Drug Task Force to have the addition of associate member law enforcement agencies not located in St. Charles County; and

WHEREAS, the current St. Charles County Regional Drug Task Force Agreement was approved by Ordinance 21-105; and

WHEREAS, it is necessary to have an Associate Membership Agreement by and between the St. Charles County Regional Drug Task Force and the Agency or Associate Member.

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

Section 1. The County Executive, or his designee, and Chief of Police are hereby authorized to sign the St. Charles County Associate Membership Agreement, which shall be substantially similar in form and content to the Agreement attached hereto as **EXHIBIT A**.

Section 2. Compliance with the terms of the Agreement shall be the responsibility of the Chief of Police.

Section 3. This ordinance shall be in full force and effect from and after its date of its passage and approval.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

ASSOCIATE MEMBERSHIP AGREEMENT
by and between the
ST. CHARLES COUNTY REGIONAL DRUG TASK FORCE
and
[AGENCY]

THIS ASSOCIATE MEMBERSHIP AGREEMENT is made and entered into as of the Effective Date, as defined herein, by and between the St. Charles County Regional Drug Task Force (“Drug Task Force”) and _____ (“Agency” or “Associate Member”).

WITNESSETH:

WHEREAS, the St. Charles County Regional Drug Task Force (“Drug Task Force”) was previously formed by certain participating Political Subdivisions within St. Charles County on behalf of their law enforcement agencies when they entered into the St. Charles Regional Drug Task Force Agreement, as renewed on _____, 2021 (the “Agreement”), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Drug Task Force has the purpose of conducting intensive professional investigation of narcotics and drug law violations within the St. Charles County area in order to better ensure and maintain the security and safety of citizens within the County and the region; and

WHEREAS, the Agreement permits other public agencies to join the Drug Task Force as an Associate Member; and

WHEREAS, Agency desires to become an Associate Member of the Drug Task Force; and

WHEREAS, Agency has been authorized through order or ordinance of the appropriate governing body to enter into this Associate Membership Agreement and agrees to be bound by the terms of the Agreement; and

WHEREAS, the Board of Governors of the Drug Task Force has determined that Agency should become an Associate Member of the Drug Task Force;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- A. Purpose. The purpose of this Associate Membership Agreement is to facilitate cooperation between law enforcement agencies to carry out the stated purposes of the Drug Task Force; and/or to contribute law enforcement personnel to the Drug Task Force to assist in carrying out the activities of the Drug Task Force.
- B. Associate Member Status. Agency is hereby made an Associate Member of the Drug Task Force for all purposes of the Drug Task Force Agreement, as amended, the provisions of which are hereby incorporated herein by reference.
- C. Term. Membership shall be for one (1) year, and shall automatically renew for up to four (4) additional one (1) year periods, on the same terms and conditions as the prior term, unless terminated sooner by either party.
- D. Policies. While training for or engaging in a Drug Task Force operation Agency personnel assigned to the Drug Task Force shall abide by the St. Charles County Police Department's Use of Force, Investigating Officer-Involved Shooting and Serious Uses of Force, Vehicle Pursuit, and Drug Task Force policies. Copies of same will be provided upon request.
- E. Drug Task Force Board of Governors Participation. Agency shall appoint a designated representative to serve as the primary contact with the Drug Task Force Board of Governors. Agency shall not have the right, as an Associate Member of the Drug Task Force, to vote on any action taken by the Board of Governors, except that an Associate Member may be elevated to voting

member status by assigning at least one (1) investigator to the Task Force on a full-time basis. In addition, no officer, employee or representative of Agency shall have any right to become an officer or director of the Drug Task Force by virtue of Agency being an Associate Member of the Drug Task Force.

- F. Fees. Agency shall pay a membership fee in an amount no less than ten thousand nine hundred eighty-six dollars (\$10,986.00) annually to the Drug Task Force to assist with operation of the Drug Task Force. Agency agrees to pay the membership fee when invoiced. If Agency has not paid an invoiced membership fee for six (6) months, Agency's participation in the Drug Task Force shall terminate.
- G. Asset Distribution. Agency shall not be entitled to participate in any Drug Task Force asset distribution.
- H. S.W.A.T. Activation. Before the St. Charles County Regional S.W.A.T. Team can activate within Agency's jurisdiction the Sheriff for the County wherein Agency is located must request said S.W.A.T. Activation in writing from the St. Charles County Chief of Police.
- I. Indemnity. Agency agrees to defend, indemnify and hold the Drug Task Force, its Board of Governors and its Board members, as well as all of their respective officers, employees and agents, and any other Associate Members, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of their participation in the Drug Task Force, and/or arising from or related to any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency.
- J. Sovereign Immunity Not Waived. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Associate Membership Agreement 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.

- K. Entire Agreement of Parties. This Associate Membership Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Associate Membership Agreement may be amended or modified only by a written instrument executed by both parties.

- L. Withdrawal. Agency may withdraw from membership in the Drug Task Force upon thirty (30) days advance written notice to the Drug Task Force Board of Governors Chairperson. On the effective date of withdrawal, Agency shall return any and all Drug Task Force issued property, including but not limited to weapons, radios, equipment and vehicles to the Drug Task Force Commander. Withdrawal shall not alter or remove Agency's indemnification obligations as set out in section I, above.

- M. Headings. The headings of various Articles, sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

- N. Severability; Effect on Other Agreements. Should any clause, sentence, provision, paragraph, or other part of this Associate Membership Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Associate Membership Agreement. Each of the parties declares that it would have entered into this Associate Membership Agreement irrespective of the fact that any one or more of this Associate Membership Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining

portions of this Associate Membership Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

- O. Laws to Govern. This Associate Membership Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Associate Membership Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.

- P. Waiver. The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce the same. No waiver shall be effective unless in writing, nor shall waiver by any party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- Q. Counterparts. This Associate Membership Agreement may be executed in one or more counterparts, the combination of which shall be considered one original document.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the DRUG TASK FORCE this ___ day of _____, 202_.

Executed by [AGENCY] this ___ day of _____, 202_.

[AGENCY],

ST. CHARLES COUNTY
REGIONAL DRUG TASK FORCE
101 Sheriff Dierker Court
O'Fallon, MO 63366

[Signing Authority]

Chairperson
Drug Task Force

Chief Kurt L. Frisz
Chief of Police
St. Charles County

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this ordinance is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Director of Finance

Date