

Bill No. 5069

Ordinance No. _____

Requested by: Steve Ehlmann and Kurt Frisz

Sponsored by: Nancy Schneider

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS WITH OTHER POLITICAL SUBDIVISIONS FOR THE PURPOSE OF PARTICIPATING IN THE REGIONAL INFORMATION AND INTELLIGENCE CENTER

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, St. Louis County has established, by General Order, an Information and Intelligence Center within its Police Department; and

WHEREAS, St. Charles County recognizes the benefits that participating in a regional information and intelligence initiative would bring, specifically that the St. Charles County Police Department's ability to detect, prevent, apprehend and respond, in real time, to violent criminal activity which is traceable to criminal elements who operate within the metropolitan area without regard to jurisdictional borders would be greatly improved; and

WHEREAS, the primary purpose of the Regional Information and Intelligence Center ("RIIC") is to provide a systematic approach to combating violent criminal activity, thereby saving lives and protecting the homes and businesses of law abiding citizens; and

WHEREAS, the RIIC is founded on cooperation to provide a

centralized, real-time, multi-agency criminal information and intelligence sharing network for St. Louis metropolitan area police, utilizing the most current technology available; and

WHEREAS, it is anticipated that other area law enforcement agencies may from time to time be admitted as Associate Members of the RIIC, and their participation will be conditioned upon authorized entry into standard form Associate Membership agreements; and

WHEREAS, entry into these agreements is recommended by the Chief of Police and would serve the public purpose in allowing the County and certain law enforcement agencies to better serve the citizens of St. Charles County.

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 execute intergovernmental agreements with federal, state and local agencies for the purpose of participating in the Regional Information and Intelligence Center. These agreements shall be in a form that is approved by the County Counselor, similar in form and format to that which is attached hereto as **EXHIBIT A**.

Section 2. The County Executive is hereby authorized to negotiate and renew these agreements from year to year as necessary for the Police Department to participate in the work of the Regional Information and Intelligence Center.

Section 3. Compliance with all the terms of the agreements shall be the responsibility of the St. Charles County Police Department.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreements shall be valid upon their lawful execution as required by Chapter 70 of the Revised Statutes of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

**REGIONAL INFORMATION AND INTELLIGENCE CENTER
INTERGOVERNMENTAL AGREEMENT**

THIS REGIONAL INFORMATION AND INTELLIGENCE CENTER INTERGOVERNMENTAL AGREEMENT is made and entered into as of the Effective Date, as defined herein, by and among St. Louis County (“St. Louis County”) on behalf of its Police Department (“SLCPD”), and St. Charles County, Missouri (“St. Charles County”) on behalf of its Police Department (“SCCPD”). These agencies shall be considered and referred to as the founding agencies.

WITNESSETH:

WHEREAS, St. Louis County has established, by General Order, an Information and Intelligence Center within its Police Department.

WHEREAS, this Agreement authorizes the existence and operation of a Regional Information and Intelligence Center (“RIIC”); and

WHEREAS, the St. Louis County Police Department is the organizing entity of the RIIC and has agreed to provide space for its operation, the Chief of Police of St. Louis County Police Department shall have certain operational controls of the RIIC, with advice of the Board of the RIIC as established by this Agreement; and

WHEREAS, the primary purpose of the RIIC is to provide a systematic approach to saving lives by public law enforcement, and, if needed, private sector cooperation to provide a centralized, multi-agency criminal information and intelligence sharing network for the St. Louis metropolitan area utilizing the most current technology available to assist law enforcement in the ability to detect, prevent, apprehend and respond to criminal activity, all while ensuring that each citizen’s constitutional rights are being protected; and

WHEREAS, a RIIC is an accepted title for law enforcement officers and data/intelligence personnel with specialized training, equipment and expertise engaged in sharing information and intelligence on criminal activity; and the RIIC is a designated law enforcement led team, whose members are recruited, selected, trained, equipped and assigned to resolve law enforcement matters requiring intelligence led policing; and

WHEREAS, Section 701.070 SLCRO authorizes the County Executive to execute this Agreement on behalf of St. Louis County; and

WHEREAS, it is anticipated that other area law enforcement agencies of general law enforcement jurisdiction may from time to time be admitted as Associate Members for the purposes of joining the RIIC, and their participation will be conditioned upon authorized entry into standard form Associate Membership agreements.

ARTICLE I CREATION OF THE RIIC

A. Formation. Upon approval by the required governing entity, and execution of this agreement by the authorized entity, by two or more of the founding agencies as set forth in this Section, the RIIC shall commence operation.

1. The founding agencies are the St. Louis County Police Department and the St. Charles County Police Department, both law enforcement agencies of general law enforcement jurisdiction charged by their creation with general suppression of crime and law enforcement within their jurisdiction.

2. An entity remains an active member for so long as the Intergovernmental Agreement is active and the Department has one or more full time members assigned to work in the RIIC. If St. Louis County should cancel the Agreement, the remaining members shall meet and determine whether to move the RIIC or disband it.

ARTICLE II FORMATION AND ROLE OF THE RIIC ADVISORY BOARD

1. RIIC Board: The RIIC Board shall meet periodically, at intervals to be determined by the Board, and shall receive a report from the RIIC Commander on the activities of the RIIC, and shall, at least annually, be apprised of the staffing and equipment needs of the RIIC. The RIIC Board shall adopt policies and procedures for the RIIC's operation and shall advise the RIIC Commander. Day-to-day oversight of the RIIC shall be a part of the duties of the Commander of the RIIC.

2. Each founding agency, upon execution of this Agreement and for so long as the agency remains an active member, shall name a member of the RIIC Advisory Board. It is presumed that the member named to the Board will be the Chief of Police or Sheriff of the jurisdiction, as applicable to that law enforcement agency, however a Chief or Sheriff (if applicable, may name a representative to fill their law enforcement agency's seat on the RIIC Advisory Board.

3. A Department with at least one full time law enforcement officer assigned to the RIIC may be nominated and serve on the RIIC Board as a voting member if their voting seat on the RIIC Board is ratified by a majority of the then existing RIIC Board.

4. Other law enforcement agencies who have personnel admitted to work as part of the RIIC may sit as Ex Officio members of the RIIC Board.

ARTICLE III ADMINISTRATIVE AND OPERATIONS
MATTERS INVOLVING THE RIIC

- A. Financial Matters. All participating police departments are responsible for their team members' pay and benefits, including off duty call out compensation and worker's compensation coverage, if applicable.
- B. Training. To maintain uniform skills training for all RIIC personnel, each jurisdiction agrees to fund the training needed for its participating personnel.
- C. Communications Equipment: SLCPD and SCCPD, as well as any future law enforcement agency with participating personnel shall provide their own radio equipment (portable radio and headset) for members of the RIIC as assigned, which equipment shall remain the property of the law enforcement agency and shall not leave the jurisdiction's control.
- D. Equipment. Participating police departments agree to pool any equipment they bring to the RIIC for the use of the assigned personnel. Such equipment will be tagged and inventoried by the loaning police department, and each police department shall be provided a copy of the inventory. The decision to accept equipment for use by the RIIC shall be a final decision of the St. Louis County Police Department. Any Department that withdraws from this Agreement shall return any equipment that was not purchased by such Department and their equipment, if any, shall be returned to them.

ARTICLE IV PERSONNEL SERVING IN THE RIIC

- A. RIIC Personnel. In that the RIIC is located within the St. Louis County Police Department, for so long as the RIIC remains there, the St. Louis County Chief of Police shall appoint all RIIC members, including those employed by other law enforcement agencies, and the St. Louis County Chief of Police shall have the authority to revoke such personnel status at any time, with or without cause.
- B. The initial RIIC Personnel shall consist of no less than four (4) St. Louis County officers, including at least one Lieutenant and at least two (2) full time police officers, two (2) St. Charles County officers, including at least one Sergeant, who shall serve as an assistant operations supervisor, and one (1) police officer.
- C. The personnel of the RIIC may be expanded by additional law enforcement officers from these founding law enforcement agencies or by the agreement of the Board to expand personnel to include other law enforcement entities, whether county, municipal or state level law enforcement agencies.

D. An Application to be accepted as RIIC Personnel shall include the following:

1. Candidates will be required to: (a) Provide a statement of authorization from the Chief of that officer's jurisdiction, (b) Complete an interview process with the interviewing panel consisting of at least one command staff officer of each law enforcement agency serving on the RIIC Board and that interviewing panel shall make the final recommendation to the St. Louis County Chief of Police as to personnel who are recommended to work in the RIIC. Upon approval of the personnel selections for the RIIC, the Chief of SLCPD shall notify the Chief of the law enforcement agency of each successful applicant from a police agency or other entity.
2. Personnel participating as RIIC members should agree that, unless leaving by reason of promotion within their participating police department, the preferred commitment to the unit is a minimum of three years due to training, time and equipment cost(s) to the participating police departments. All personnel accepted into the RIIC shall be full time personnel, although the employing law enforcement agencies may require their presence for up to three weeks a year for training or special assignments. St. Louis County may employ intermittent employees (retired police officers) on a part-time basis to augment staffing if necessary.
3. Incident Command and Control. Participating police departments agree to abide by the St. Louis County Police Department's policies concerning RIIC operations, applications for warrants and investigations.
4. A police agency requesting assistance with a specific event will maintain a position at the operational command in order to stay informed on the course of action to be taken by the RIIC. The local police commander shall be responsible for support, media communications, and keeping his/her chain of command abreast of the situation as it progresses.
5. Operational control of RIIC resources and technology will remain with the RIIC until completion of the operation. Any suspect(s) taken into custody and or charges filed will be the responsibility of the agency requesting assistance.
6. Report of Regional RIIC Action. Upon request, the RIIC will provide a written report of each operation to a law enforcement agency that has received assistance. The RIIC will maintain a reporting system of all RIIC responses. The RIIC Operations Commander will meet with the County Chief of Police and RIIC Board regarding responses and reporting as requested.

7. Chain of Command and RIIC Organization.

- a. The St. Louis County Police Department will provide the Operations Commander in charge of the RIIC and all RIIC operations, and shall be responsible for all functions of the unit. The St. Louis County Police Department will oversee the day to day operation of the RIIC.
- b. On-going RIIC Training. Participating law enforcement agencies agree to have their personnel participate in RIIC training in addition to any required POST hours. Any training and cost out of the metropolitan area for RIIC personnel must first be approved by the RIIC Board. Every attempt shall be made to provide any training needed for personnel within the metropolitan area first. Personnel who do not make training or do not successfully complete training designated as mandatory are subject to dismissal from the RIIC.
- d. Training and Policies. Each law enforcement agency will provide firearms training to its RIIC members.
- e. Response to Call-Out. All participating law enforcement agencies agree to provide team members for response for call-out requests per this Agreement should that need arise.
- f. Agency. No law enforcement agency participating in the RIIC or their assigned police officers serving as RIIC members shall have any authority as an agent to act on behalf of any other law enforcement agency at any time, or of the St. Louis County Police Department when not engaged in a RIIC operation. No individual participating in any activities associated with the RIIC shall represent to any person or entity that he or she is entitled to act on behalf of, or may bind, St. Louis County, its police department or any other jurisdiction or law enforcement agency participating in the RIIC.

ARTICLE V - LIABILITY

A. Minimum Limits of Insurance. Each participating law enforcement agency shall maintain general liability insurance or self-insurance for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended.

Insurance or self-insurance shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or

condition in this 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.

B. Indemnification.

1. In General.

- a. Claims Arising from RIIC Actions. Neither St. Louis County nor St. Charles County shall be required by this Agreement to cover claims for damages or for personal injury made against officers not regularly employed by their respective Departments, but each shall cover claims against their own personnel according to their own protocol and policies.
 - b. Limitations. Notwithstanding any other provision of this Agreement, each jurisdiction reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its own employees. For St. Charles County this is set forth in § 105.010 of the Ordinances of St Charles County, Missouri, as may be amended from time to time.
 - c. Hiring Own Counsel; Effect. Any employee of a law enforcement agency shall have the right to retain their own counsel to defend against a claim, but in that event the County shall be relieved of any obligation of defense and indemnification imposed by this Agreement.
2. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to any party to this Agreement of a claim by a third party relating to a RIIC operation, the notified party shall promptly report said claim to the RIIC Commander, who shall notify the St. Louis County and St. Charles County Chiefs of Police and the St. Louis County and St. Charles County Counselors.

Any person or participating law enforcement agency seeking the benefit of indemnification and/or defense from St. Louis County pursuant to this Agreement shall cooperate with the attorneys conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence, attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.

- C. Release of claims for workers' compensation liability. Each party to this Agreement accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for members of the RIIC.

ARTICLE VI – MEDIA RELATIONS

- A. Media inquiries to the RIIC shall be handled by the St. Louis County Police Department Public Information Office.
- B. The St. Louis County Police Department shall act as primary media response point for actions initiated by the RIIC. However, RIIC actions taken pursuant to requests for assistance shall be referred to the requesting agency. Upon the request of the initiating jurisdiction, the St. Louis County Police Department Public Information Office may assist with any such media inquiries.

ARTICLE VII – RENEWAL AND TERMINATION

A. Term of the Agreement. This Agreement shall remain in full effect for a term of two years from the Effective Date unless terminated in accordance with the terms hereof. If not specifically terminated then this Agreement shall thereafter automatically renew and continue in effect from year to year unless terminated in the manner provided for in Section B of this Article.

B. Voluntary Termination by Any Party. The St. Louis County Executive, on behalf of St. Louis County, or any chief civilian elected official, on behalf of his/her participating law enforcement agency, may terminate the participation of their department in the RIIC at any time by giving thirty (30) days prior written notice to the other parties. Should St. Louis County terminate this Agreement, the remaining members shall meet and determine whether to move the RIIC or disband it. Should the determination be made by the remaining members that the RIIC shall be abolished, then equipment not specifically purchased by a participating law enforcement agency for its RIIC members shall be returned to the responsible agency, and if none is identified, to the St. Louis County Police Department. Notwithstanding any other provisions of this Article to the contrary, the provisions of Article VIII to this Agreement shall survive termination of this Agreement as it relates to any activities, conduct or actions of the RIIC or its members that may give rise to any demand, claim, suit or judgment for damages to property or injury to or death of persons arising prior to the effective date of such termination.

ARTICLE VII - SIGNATURES AND FILING

- A. **Additional Parties.** Additional law enforcement agencies may join as parties to this Agreement upon approval of the Board, and approval and execution of a counterpart of this Agreement by the Chief Executive Officer and Police Chief of each new Participating law enforcement agency after obtaining all necessary authorization through order or ordinance of their respective governing bodies to enter into this Agreement.
- B. **Communications.** Except with respect to the operations of the RIIC, 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 participating law enforcement 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 Municipalities.

- C. **Entire Agreement and Modifications.** This Agreement constitutes the entire undertaking between the parties hereto regarding the RIIC, and supersedes any and all prior agreements, arrangements and understandings between the parties with respect to the subject matter hereof. Except for the inclusion of additional parties to this Agreement pursuant to Section A of this Article, no party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- D. **Capacity and Authorization.** St. Louis County and St. Charles County, as well as each participating law enforcement agency later joining the RIIC, by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein. A copy of this Agreement and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective county or city clerk for each participating law enforcement agency, and shall be exchanged between each participating law enforcement agency and the County. Upon the admission of law enforcement agencies after the initiation of this agreement between the founding entities, authorizing ordinances which permit such additional parties shall serve as a basis to execute Addenda adding such additional agencies.

- E. Assignment. No portion of this Agreement or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of the other parties hereto or except as otherwise specifically provided for herein.
- F. Third Party Rights. Nothing herein shall be construed to give any rights or benefits to anyone other than the Counties and the Municipalities participating in the RIIC.
- G. 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.
- H. Severability; Effect on Other Agreements. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this 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 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.
- I. Laws to Govern. This 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 Agreement shall be brought in the Circuit Court of St. Louis County, Missouri.
- J. 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.
- K. Counterparts. This Agreement may be executed in one or more counterparts by the founding jurisdictions as set out above and by one or more and subsequent Municipalities, the combination of which shall be considered one original document.
- L. Effective Date. This Agreement shall become effective as of the date of its execution by St. Louis County and one or more participating jurisdictions and shall be effective as to each jurisdiction which thereafter executes one or more counterparts of this Agreement as of the date of such execution.

[Remainder of page intentionally left blank. Signature pages to follow.]