AN ORDINANCE AUTHORIZING EXECUTION OF THE REVISED ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT WITH MUNICIPALITIES WHO ARE SIGNATORIES THERETO

WHEREAS, a St. Charles County Regional SWAT Team (“SWAT Team”) was previously formed by the partnership of certain participating municipalities of St. Charles County on behalf of their police departments and St. Charles County on behalf of its Sheriff’s Department; and

WHEREAS, the Municipalities and the County desire to continue the existence and operation of the SWAT Team, which has created a unified and cooperative regional tactical response team to serve the entire St. Charles County area; and

WHEREAS, the primary purpose of the SWAT Team is to provide a systematic approach to saving lives, while recognizing the each specific set of circumstances dictates the level of force necessary to adequately protect the lives of the public and of the officers involved, and resolution of some
incidents may require the specific application of a range of force up to and including deadly force; and

WHEREAS, the SWAT Team is dedicated to serving and protecting citizens within the entire County, and is empowered to do so only pursuant to the authority of the County Chief of Police; 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 or his designee is hereby authorized to execute an intergovernmental agreement with municipalities who are signatories of the St. Charles County Regional SWAT Team Agreement, 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.

_______________________________________
DATE PASSED

_______________________________________
DATE APPROVED BY COUNTY EXECUTIVE

_______________________________________
CHAIR OF THE COUNCIL

_______________________________________
COUNTY EXECUTIVE

ATTEST:

_______________________________________
COUNTY REGISTRAR
ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT

THIS ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT is made and entered into as of the Effective Date, as defined herein, by and among St. Charles County, Missouri ("County"), and the municipalities who are signatories hereto (individually "Municipality" and collectively "Municipalities").

WITNESSETH:

WHEREAS, a St. Charles County Regional SWAT Team ("SWAT Team") was previously formed by the partnership of certain participating municipalities of St. Charles County on behalf of their police departments and St. Charles County on behalf of its Sheriff’s Department, with the purpose of creating a unified and cooperative regional tactical response team to serve the entire St. Charles County area, under the terms set forth herein; and

WHEREAS, this Agreement authorizes and renews the existence and operation of the SWAT Team, with the County Chief of Police serving as the County’s chief law enforcement officer pursuant to Article IV, Sections 4.250 et seq. of the Charter of St. Charles County, Missouri; and

WHEREAS, the primary purpose of the SWAT Team is to provide a systematic approach to saving lives, while recognizing that each specific set of circumstances dictates the level of force necessary to adequately protect the lives of the public and of the officers involved, and resolution of some incidents may require the specific application of a range of force up to and including deadly force; and

WHEREAS, SWAT is an accepted title for a team with specialized training, equipment and expertise; and the SWAT Team is a designated law enforcement team, whose members are recruited, selected, trained, equipped and assigned to resolve critical incidents involving a threat to public safety which may otherwise exceed the capabilities of traditional law enforcement first responders in 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 SWAT Team is dedicated to serving and protecting citizens within the entire County, and is empowered to do so only pursuant to the authority of the County Chief of Police; and

WHEREAS, Sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract and cooperate with each other for the operation of a common service; and

WHEREAS, the Mayor and Police Chief of each of the undersigned Municipalities and the County Executive and Chief of Police of the County have each been authorized through order or ordinance of their respective governing bodies to enter into this Agreement for the continuation of the common service of a SWAT Team, under the supervision and control of the County Chief of Police.
Police, under the terms more specifically set forth herein.

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:

Article I – Organization and Operation

A. **Organization and Purpose.** The SWAT Team shall be under the supervision and control of the St. Charles County Police Department, Bureau of Criminal Investigations. Municipal police departments participating in the SWAT Team agree that their law enforcement officers participating on the SWAT Team shall be deputized as officers of the St. Charles County Police Department for the sole and exclusive purpose of their participation on the SWAT Team, and shall serve in that status only while training or engaging in a SWAT Team operation; and provided further, such SWAT Team members shall abide by the St. Charles County Police Department's SWAT and Use of Force policies as well as its training and call-out procedures. Those policies are incorporated herein by reference and may be amended by the Chief of Police from time to time, and the St. Charles County Police Department shall distribute copies of said policies to all SWAT Team members. Any modifications of said policies shall be provided to the Police Chiefs of the Municipalities ("Police Chiefs") within thirty (30) days of their effective date.

The County Chief of Police and Police Chiefs shall together constitute the St. Charles County Regional SWAT Team Board of Directors ("Board"). The Board shall meet at least quarterly to review and discuss equipment, procedures, discipline, awards, operational data, and other details as determined by the Board. The SWAT Team Operations Commander (as defined herein) will attend Board meetings as requested and report on the status of the SWAT Team.

The SWAT Team will respond to high risk law enforcement situations requiring extraordinary control and/or coordinated action by trained, specialized law enforcement personnel, including without limitation situations involving high risk warrants, barricade or hostage situations, "VIP" protection details, civil disturbances, lost or missing persons (requiring an area search), or special details by participating police departments that have the approval of such department.

For purposes of this Agreement, the St. Charles County Police Department is considered to be a participating police department. Any jurisdiction within St. Charles County may request the SWAT Team's assistance from the St. Charles County Police Department. As it is recognized that the SWAT Team is one of several Homeland Security/DASI response Teams in the St. Louis region, assistance may be rendered outside St. Charles County with the County Chief of Police’s approval in emergency situations. Non-emergency requests for assistance outside of St. Charles County may also be granted at the discretion of the County Chief of Police, however the County Chief of Police shall consult with the Board Chair, or at least one of the Police Chiefs if the Board Chair is not available or if the County Chief of Police is the Board Chair, before approving such action. Such non-emergency requests may also be reviewed at Board meetings.
B. 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. To maintain uniform equipment for all SWAT Team members, each participating police department shall provide their officers assigned to the SWAT Team with the firearms, i.e. handgun, rifle and ammunition as needed for firearms training, that have been identified by the SWAT Team Operations Commander as the SWAT Team weapons system. The County, through the St. Charles County Police Department, shall provide counter sniper rifles as assigned, which shall remain the property of the County, and shall not leave the County's control. The County shall also provide all ammunition for the SWAT Team other than that used in training.

Notwithstanding the terms of any other intergovernmental agreement the parties may enter into regarding a county-wide radio system, the County, through the St. Charles County Police Department, shall provide the radio equipment (portable radio and headset) for members of the SWAT Team as assigned, which equipment shall remain the property of the County and shall not leave the County's control. The County shall be responsible for all necessary licenses and regular maintenance fees for such radio equipment. Lost or damaged radio equipment shall be repaired or replaced at the discretion of the County. If radio equipment is damaged or lost during a SWAT Team operation, then the repair or replacement shall be at the County's cost. For purposes of this Agreement, the duration of a SWAT Team operation is defined as being from the time the SWAT Team is assembled and under the command of a Team Leader, Team Commander or Operations Commander until completion of debriefing and/or other release of SWAT Team members by their commander, which includes training operations. If radio equipment is damaged or lost at times other than during a SWAT Team operation, then it shall be repaired or replaced at the cost of the agency employing the individual to whom such equipment was assigned.

The remainder of the equipment and uniforms are expected to be covered by grants and/or Regional Drug Task Force ("RDTF") forfeiture proceeds, including without limitation shields, protective vests, helmets and uniforms. In the event RDTF funds are insufficient and grant funding is unavailable, then participating police departments may be required to purchase uniform components (either new or replacement items) for their personnel.

Team members may carry their protective vest, helmet and radio with them so that they are immediately ready to respond to a call-out site, and to maintain individual responsibility for keeping radios charged.

C. Identification and Insignia. SWAT Team members will not wear individual departmental insignia while engaged in a SWAT Team operation, but will wear a SWAT Team patch approved by the Board, which shall signify that the SWAT Team is a joint regional unit, along with a bold POLICE patch on front and back of armored vests. The purpose of a unified patch is to avoid confusion at crisis sites, and to promote team unity among the participating police departments. SWAT Team Medics will have the additional insignia of MEDIC on their vests.
D. **Equipment.** Participating municipal police departments agree to pool any equipment they bring to the SWAT Team for the use of the Team. Such equipment will be tagged and inventoried by the loaning municipal police department and the St. Charles County Police Department, and each municipal police department shall be provided a copy of the inventory. The decision to accept equipment for use by the SWAT Team shall be a final decision of the County. Any Municipality that withdraws from this Agreement shall return to the St. Charles County Police Department any equipment that was not purchased by such Municipality.

E. **Application and Acceptance to SWAT Team Member Status.**

1. **SWAT Team Membership and Size of Team.** The County Chief of Police shall appoint all SWAT Team members and shall have the authority to revoke such membership at any time, with or without cause. The current size of the SWAT Team shall be limited to thirty-six (36) members, exclusive of the Operations Commander, Team Commander or Crisis Negotiators, or Medics or other support personnel who may serve with the SWAT Team pursuant to separate agreements. The size of the SWAT Team may be increased in future years if the County specifically designates appropriations to support a larger team in the budget of the St. Charles County Police Department.

2. **Application to be a Member of the Team.** Application forms will be provided for participating police departments to submit applications from full-time commissioned law enforcement officers to become a SWAT Team member. If a participating police department approves a SWAT Team application from one of their police officers, such application will then be forwarded to the SWAT Team Operations Commander for processing. An individual municipal police department shall not refer more candidates than the County Chief of Police allots to such department on the SWAT Team, unless replacing a resigning candidate or an unsuccessful candidate from that department.

3. **Acceptance to the Team.** Candidates will be required to successfully complete (a) the St. Charles County Police Department SWAT Physical agility test (repeated quarterly for all current SWAT Team members), (b) an interview process with the interviewing panel selected by the County Chief of Police and/or the SWAT Team Operations Commander, and (c) the St. Charles County Police Department tactical firearms qualification(s). The SWAT Team Operations Commander shall make the final recommendation to the County Chief of Police as to personnel who are accepted as members of the SWAT Team, who in turn will notify the Police Chief of each successful applicant from a Municipality. Those candidates selected by the County Chief of Police will be authorized to wear the SWAT eagle above their right shirt pocket, in the color as determined by their Police Chief, upon completion of a forty (40) hour basic SWAT school. Personnel participating as SWAT Team members should agree that, unless leaving by reason of promotion within their participating police department, the commitment to the unit is a minimum of
three years due to training, time and equipment cost(s) to the participating police departments.

F. Incident Scene Command and Control. Participating police departments agree to abide by the St. Charles County Police Department’s SWAT Policies and training and call-out procedures as set out above. Upon arrival of the SWAT Team police departments agree to relinquish incident scene control to the SWAT Team, which may include crisis negotiator(s), bomb unit or an additional SWAT Team response. A member of the agency requesting assistance will maintain a position at the operational command post for communications, situation updates, and to stay informed on the course of action to be taken by the SWAT Team. Due to concerns of crossfire and unknown factors, the SWAT Team will retain total control of the inner perimeter, and patrol (non-SWAT) officers will be relieved of inner positions as soon as practical. The local police commander shall be responsible for outer perimeter control, and for designating staging areas for responding emergency agencies and equipment such as Fire and EMS, with such staging areas to be as close as possible but not in the immediate danger zone. The local police commander shall additionally be responsible for support, media communications, and keeping his/her chain of command abreast of the situation as it progresses.

Operational control of the scene will remain with the SWAT Team until completion of the operation at which time the scene will be turned over to the local police commander. Any suspect(s) taken into custody and or charges filed will be the responsibility of the agency requesting assistance.

G. Medics. Medics may be selected and assigned to the SWAT Team by the County Chief of Police and shall be bound by the same policies and procedures as law enforcement SWAT Team members while operating in the capacity of a SWAT Team Medic.

H. Crisis Negotiation Team. Recognizing that the presence of a highly trained and properly equipped Crisis Negotiation Team ("CNT") has been shown to substantially reduce the risk of injury or loss of life to citizens, law enforcement and suspects, it is the intent of the parties to this Agreement to provide a well-trained and properly equipped CNT to respond to certain critical incidents to assist the law enforcement agencies in St. Charles County in bringing critical incidents to a successful and safe resolution. The CNT, when requested in coordination with the SWAT Team, shall work in cooperation with the SWAT Team under the command of the SWAT Team Operations Commander. The SWAT Team Operations Commander, or if unavailable then the St. Charles County Police Department Watch Commander then on duty, has the final say regarding the operation with the senior CNT officer on scene being responsible for coordinating their functions, command and keeping the Commander informed of their progress. Should the CNT be requested for an incident that does not require a SWAT Team presence, the CNT shall come under the command of the Incident Commander of the requesting agency.

The CNT when responding to a crisis incident shall be provided with a location for their vehicle to conduct their operation with a department liaison to assist in intelligence gathering. At no time will CNT be requested or allowed to conduct a face to face
conversation with a suspect that would place the CNT member or anyone else in jeopardy. In addition to SWAT Team equipment, each CNT member will be provided with apparel clearly marked "Crisis Negotiator" and will be issued a radio by the St. Charles County Police Department. By signing this Agreement, each participating police department agrees to provide a minimum of one Crisis Negotiator from their department upon completion of the selection process; said Crisis Negotiators will be made available for response to critical incidents upon request, will attend one eight hour training day per quarter, and will participate in a multi-day training event as directed. All attempts will be made to provide training at a local level when possible. Selected CNT members must attend an approved basic crisis negotiation class before they may participate in actual phone negotiations. CNT members are subject to the provisions of this Agreement and must conduct themselves in accordance therewith, and serve as CNT officers at the pleasure of their department.

I. Report of Regional SWAT Team Action. The SWAT Team will provide a written report of each operation within twenty-four (24) hours to a requesting police department. The SWAT Team will provide training for local commanders on staging and perimeters at the request of the participating police departments. The SWAT Team will maintain a reporting system of all SWAT Team responses. SWAT Team Operations Commander will meet with the County Chief of Police and Chiefs board regarding responses and reporting as requested.

J. Officer Involved Shooting. If a shooting occurs that involves a SWAT Team member during a SWAT Team operation, a report will be provided within eight (8) hours of stand down of the SWAT Team. St. Charles County Police Department policies concerning a shooting shall be followed as these are the policies adhered to by the SWAT Team. The St. Charles County Police Department shall immediately notify a participating municipal police department of a shooting involving their officer. The venue where the shooting occurred will handle all media requests unless otherwise determined. The St. Charles County Police Department's Bureau of Criminal Investigations, taking the lead, along with the local Criminal Investigative Division of the jurisdiction involved will conduct a joint investigation of any such shooting with the addition of the St. Charles County Police Department's Forensics Unit processing the crime scene. The St. Charles County Police Department will notify the County Counselor's office of an officer involved shooting as soon as possible, or upon withdrawal of the SWAT Team from the scene of the incident.
K. Chain of Command and SWAT Team Organization.

1. The St. Charles County Police Department will provide the Operations (incident) Commander of its Bureau of Criminal Investigations who will oversee the SWAT Team and call-out operations and shall be responsible for all functions of the unit including the CNT. The St. Charles County Police Department will also provide the Team Commander who will oversee the day to day operation and inner perimeter. The St. Charles County Police Department and Municipalities will provide a total of four (4) Team Leaders to provide personnel leadership and team control. The Team Leaders will be recommended by the Operations Commander and Team Commander and approved by the Board.

2. The SWAT Team will operate on the platoon system and the team members will be divided between two (2) platoons. Each team will have two (2) Team Leaders, as set out above. The Team Leaders will be responsible to the Team Commander, who will report to the Operations Commander. The Operations Commander reports to the Board.

3. The platoons will alternate on call-out status from a schedule provided to each participating police department regarding search warrants. A barricade/hostage or missing person incident may require a "full team" call-up, as may a personnel shortage when requested by the SWAT Team Operations Commander or Team Commander. Participating police departments, through their on-duty watch commander, will be notified of the nature of the call-up and where the call-out is located, and shall use all efforts to ensure team members respond as requested regardless of platoon status.

L. On-going SWAT Team Training. Participating police departments agree to have their personnel participate in two (2) eight (8) hour training days per month to include without limitation firearms and tactics. An additional eight (8) hour training day per month will be provided for counter snipers to maintain their specialized skills. All team members will participate in one (1) continuous five (5) day, 40-hour training course in the fall of each year to maintain team proficiency. Any training and cost "out of the county" for SWAT Team personnel must first be approved by the Board. Every attempt shall be made to provide any training needed for personnel within the county first. Personnel who do not make training or do not successfully complete training are subject to dismissal from the SWAT Team, whether that missed training is related to firearms, tactics, physical or legal training.

M. Training and Policies. The St. Charles County Police Department will provide firearms training to SWAT Team members for tactical team purposes. Participating municipal police departments agree to operate under the St. Charles County Police Department policies and procedures during training and operations. Each Municipality will be forwarded a copy of these policies upon request. Each SWAT Team member will still be required to follow their own police department's firearm policies and training procedures when not operating as a SWAT Team member.
N. **Response to Call-Out.** All participating police departments agree to provide team members for response for call-out requests per this Agreement should that need arise. Participating police departments will provide equipment as set out in Article I, Section B and transportation for their members for call-out response. The St. Charles County Police Department will provide for a communication and call-out notification system for the SWAT Team members, as one communication system is required for logistical purposes.

O. **Agency.** None of the Municipalities, their police departments or their assigned police officers serving as SWAT Team members shall have any authority as an agent to act on behalf of any other Municipality at any time, or of the St. Charles County Police Department when not engaged in a SWAT Team operation. No individual participating in any activities associated with the SWAT Team shall represent to any person or entity that he or she is entitled to act on behalf of, or may bind, any Municipality or the County.

**Article II - Liability**

A. **Minimum Limits of Insurance.** Each Municipality shall maintain a commercial general liability insurance policy 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.

The insurance policy 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 SWAT Team Actions.** The County does hereby release and agree to indemnify, defend and hold harmless the Municipalities and each SWAT Team member employed by any of the Municipalities from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the activities, conduct and actions of the SWAT Team during a SWAT Team operation, including without limitation property damage or injury to, or death of persons.
b. **Limitations.** Notwithstanding any other provision of this Agreement, the County reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its County employees as 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 or Municipality 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 SWAT Team operation, the notified party shall promptly report said claim to the County Counselor's Office. The County Counselor or designee shall have the primary responsibility to conduct an initial investigation of said claim.

Any person or Municipality seeking the benefit of indemnification and/or defense from the 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 SWAT Team.

D. **Use of SWAT Team Members by Their Own Department Outside SWAT Team Command and Control.** In no event shall the County be liable for the use of SWAT Team members by their police departments when used outside of the command and control of the commanders of the SWAT Team. Each Municipality hereby agrees that any action it takes using its participating officers outside of the command and control of the commanders of the SWAT Team, or outside of a call-up of the SWAT Team, is purely a liability of the Municipality, and each Municipality agrees that it shall indemnify, protect and hold harmless the County from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, and including payment under any workmen’s compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the
Municipality, its agents, servants or employees in acting outside the command and control of the commanders of the SWAT Team.

**Article III – Media Relations**

A. Media inquiries to the SWAT Team shall be handled by the St. Charles County Police Department Public Information Officer.

B. The St. Charles County Police Department shall act as primary media response point for actions initiated by the SWAT Team. However, SWAT Team actions taken pursuant to requests for assistance shall be referred to the requesting agency. Upon the request of the initiating jurisdiction, the St. Charles County Police Department Public Information Officer may assist with any such media inquiries.

**Article IV – 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 County Executive, on behalf of the County, or any Mayor, on behalf of his/her Municipality, may terminate the participation of their department in the SWAT Team at any time by giving thirty (30) days prior written notice to the other parties. Should the County terminate this Agreement, the SWAT Team shall be abolished, and equipment not specifically purchased by a Municipality for its team members shall be returned to the St. Charles County Police Department. Notwithstanding any other provisions of this Article to the contrary, the provisions of Article II to this Agreement shall survive termination of this Agreement as it relates to any activities, conduct or actions of the SWAT Team 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 V - Signatures and Filing**

A. **Additional Parties.** Additional municipalities may join as parties to this Agreement upon approval of the Board, and approval and execution of a counterpart of this Agreement by the Mayor and Police Chief of each new Municipality 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 SWAT 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 Municipality, 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 SWAT Team, 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. The County and each Municipality 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 City Clerk for each Municipality, and the Registrar for the County, and shall be exchanged between each Municipality and the County.

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 County and the Municipalities.

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. Charles 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 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 the County and one or more Municipalities and shall be effective as to each Municipality 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.]
1. For St. Charles County, Missouri

Subscribed and sworn to before me this ____ day of __________, 2020.

Steve Ehlmann, County Executive

Notary Public
Seal:

Kurt Frisz, Chief of Police

Notary Public
Seal:
2. For the City of O’Fallon, Missouri

Subscribed and sworn to before me this ____ day of __________, 2020.

Bill Hennessy, Mayor

Notary Public
Seal:

Tim Clothier, Chief of Police

Notary Public
Seal:
3. For the City of Wentzville, Missouri

Subscribed and sworn to before me this ____ day of __________, 2020.

Nick Guccione, Mayor

Notary Public
Seal:

Paul West, Interim Chief of Police

Notary Public
Seal:
4. For the City of St. Peters, Missouri

Subscribed and sworn to before me this ____ day of __________, 2020.

__________________________  __________________________
Len Pagano, Mayor           Richard Struttmann, Chief of Police

Notary Public
Seal:

Notary Public
Seal:
5. **For the City of Lake Saint Louis, Missouri**

Subscribed and sworn to before me this ___ day of __________, 2020.

______________________________
Kathy Schweikert, Mayor

______________________________
Chris DiGiuseppi, Chief of Police

______________________________
Notary Public

______________________________
Seal:

Seal:
6. For the City of Cottleville, Missouri

Subscribed and sworn to before me this ____
day of __________, 2020.

Jim Hennessey, Mayor

Notary Public
Seal:

Steve James, Chief of Police

Notary Public
Seal:
7. For the City of St. Charles, Missouri

Subscribed and sworn to before me this ____ day of __________, 2020.

Dan Borgmeyer, Mayor

Notary Public
Seal:

Randy McKinley, Chief of Police

Notary Public
Seal: