AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE CITY OF WELDON SPRING FOR CERTAIN LAW ENFORCEMENT SERVICES, INCLUDING PATROL SERVICES AND ENFORCEMENT OF CERTAIN MUNICIPAL ORDINANCES RELATED TO POLICE SERVICES

WHEREAS, the City of Weldon Spring desires law enforcement services; and

WHEREAS, St. Charles County by and through its Police Department is able to provide such services under the terms of an intergovernmental agreement between the City of Weldon Spring and the County; and

WHEREAS, the current Agreement, adopted by Ordinance No. 17-101, expires in December 2020; 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. A. In addition to the contracts authorized by Section 200.010 of the Ordinances of St. Charles County, Missouri (hereinafter “OSCCMo”), the County Executive, or his designee, is authorized to enter into an Agreement with the City of Weldon Spring
for law enforcement services to be provided by the County to the City of Weldon Spring through the County Police Department as set out in EXHIBIT A.

B. Municipal ordinance enforcement services contracted for shall be traffic related, criminal or quasi-criminal offenses or similar matters. This ordinance does not authorize the County to enter into a contract for police department enforcement of animal control ordinances, building code enforcement or subdivision covenants.

Section 2. In entering into a contract authorized by Section 1, above, the County shall charge the actual cost of the all Police Department personnel, equipment and vehicles assigned to work within the municipal limits of the City of Weldon Spring and any overtime accumulated by the City, such costs to be determined by the County Department of Finance. The cost of a contract may vary from year to year to account for capital equipment purchased but not yet expended.

Section 3. The County Department of Finance shall set the cost of such contract in 2021, 2022, and 2023, based upon actual costs for salary, overtime, fringe and equipment, including vehicles, as incurred by the County. County and City enter into this Agreement with the understanding that the County will have to employ personnel within the County merit system in order to fulfill the terms of the contract. Therefore, County and City have agreed that the cost of the contract shall be billed and paid in Year One within 30 days of the start of the contract and for subsequent years, the County shall bill by December 1 and the City shall pay the contract
amount by December 31st of the year preceding the new contract year.

Section 4. In no event shall the County and the municipality enter into a contract unless the municipality shall agree to the following:

A. The municipality shall not have any governmental authority to order a police officer to engage in selective enforcement.

B. The municipality shall direct governmental requests for response to specific problems to the County at 636-688-2290 (Police Dispatch - Emergency Communications Department).

C. The municipality shall provide the County a copy of its ordinance authorizing its entry into this agreement.

D. The municipality shall indemnify the County for any action of the municipality resulting in liability.

Section 5. Nothing in this ordinance shall relieve the City of Weldon Spring of its financial obligation to the St. Charles County Department of Corrections for jail usage for municipal ordinance violations.

Section 6. The County Executive, or his designee, is authorized to negotiate and enter into renewals of these agreements as necessary. Such agreements shall be approved as to form by the County Counselor.
Section 7. Compliance with all the terms of the agreements shall be the responsibility of the St. Charles County Police Department.

Section 8. 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 the passage of an ordinance of the governing body and execution of the agreement by the authorized officials of each governmental entity entering into such agreement 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

Police.Authorizes execution of agreement with City of Weldon Spring 2021 plus Ex A.12-20.N
This contract (hereinafter “Agreement”) is by and between St. Charles County, Missouri (hereinafter “County”) and the City of Weldon Spring, Missouri (hereinafter “Municipality”), which parties enter into this three-year Agreement establishing the St. Charles County Police Department as the law enforcement authority for the Municipality. This Agreement is effective on the date of execution of the last signatory to this contract.

In consideration of the covenants, conditions, and provisions set out in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the Municipality reach the following agreement for their mutual benefit:

Section I: Definitions

In addition to the terms previously or subsequently defined, the following terms used herein shall be and have the following meanings when used in this Agreement:

A. CITY CODE: Most recently published Code of the City of Weldon Spring, as amended from time to time.

B. CITY HALL: Shall mean the building designated as the City Hall of the City of Weldon Spring, Missouri located at 5401 Independence Rd., Weldon Spring, Missouri 63304.

C. CONTRACT YEAR: Shall mean either, Year One (2021), Year Two (2022) or Year Three (2023) of the Agreement as those terms are defined in this Section.

D. DEPARTMENT: Shall mean the St. Charles County Police Department, which is responsible for the provision of services under this contract to the Municipality.
E. MERIT SYSTEM: The system established in Chapter 115 of the Ordinances of St. Charles County, Missouri pursuant to the authority of Article VII of the Charter of the County of St. Charles, Missouri.

F. SUPPORT SERVICES: Shall mean law enforcement detectives, forensic science and laboratory services, dispatching services and special operations services, such as canine, bomb disposal and tactical response team (SWAT) services, as well as administrative services such as vehicle maintenance and repair.

G. YEAR ONE: Shall mean the term of January 1, 2021 to December 31, 2021.

H. YEAR TWO: Shall mean the term of January 1, 2022 to December 31, 2022.

I. YEAR THREE: Shall mean the term of January 1, 2023 to December 31, 2023.

Section II

County and Municipality have agreed that County will provide Police Officers during certain mutually agreed upon times to act in the role of Municipality’s law enforcement presence within the Municipality’s corporate limits, with the understanding that the Officers are subject to the chain of command and institutional policies of St. Charles County and its Police Department. This Agreement thus provides for the presence in the Municipality of certain Police Department personnel. While the Agreement currently contemplates that Municipality and County have agreed upon Police Officers, to be present within the municipality or engaged in law enforcement work on behalf of the municipality ten (10) hours daily, Municipality has provided County with notice that as Municipal resources increase, Municipality may wish to increase the Police Department personnel on duty within Municipality, either in numbers or by increasing the times when Police Department personnel are present in Municipality in the manner provided in Section V subsection D of the Agreement.
When Police Officers are not present within the Municipality’s corporate limits, County will respond to emergency calls from the citizens of Weldon Spring for service originating within the corporate limits of Municipality within the priority of all calls for service for the County.

Nothing in this Agreement shall relieve Municipality of its financial obligation to the St. Charles County Department of Corrections for jail usage for municipal ordinance violations.

The responsibilities and obligations of the parties are set out in further detail below.

Section III: General Terms

A. Obligations of the County:

The County agrees to perform the following services and acts:

1. The St. Charles County Police Department will provide municipal law enforcement patrol and crime response services to Municipality for seventy (70) hours per week (usually ten (10) hours per day).

2. Patrol Services shall be in a St. Charles County patrol vehicle with Police Department markings, carrying the designation “City of Weldon Spring” on the driver and passenger front quarter panel of the vehicle, if the Municipality so requests.

3. Patrol and response services shall be delivered in the first instance by Police Officers assigned ten (10) hours each day, seven days a week, such time is projected to be split across the day (7 a.m. to 3 p.m.) and evening (3 p.m. to 11 p.m.) shift of each day, seven days per week but always as determined by the County Police Department after consultation from Municipality and subject to any increase in Police Department personnel on duty within the Municipality, either in numbers or by increasing the times when Police Department personnel are present in the Municipality in the manner provided in Section V. subsection D of this Agreement.
4. Back-up and support of the Police Department shall be available to that Police Officer in the same manner as to all Police Officers in the Police Department, including but not limited to, Support Services.

5. While Police Officers are on duty and present in the Municipality, they shall operate within the Police Department’s normal call response policy. This policy requires that they respond to certain calls as back-up officers, and those calls may be outside Municipality’s corporate limits. If there are other Officers available and within reasonable response time, other Police Officers will be called first for back-up. Likewise, all Police Officers on duty will be available as back-up to Police Officers operating in Municipality.

6. As part of Support Services, the St. Charles County Emergency Communications Department will provide law enforcement dispatching services, normally contracted for by municipal police departments as a separate service, such dispatching services to include:
   a. Dispatching of officers to 9-1-1 calls;
   b. Dispatching of officers to calls received from seven-digit dialing;
   c. Regional Justice Information Systems (REJIS) transactions;
   d. Missouri Uniform Law Enforcement System (MULES) transactions;
   e. Status checks;
   f. Criminal history checks;
   g. Dispatching service calls (non-emergency); and
   h. Other dispatching services as may be required from time to time.

7. Police Officers will write violations of the law making reference to violations of existing Ordinances of the City of Weldon Spring, and if no such ordinance or State law exists, then to County ordinance, where applicable. At no time will Police Officers enforce private subdivision covenants. County shall provide a protocols manual for Municipality, and likewise Municipality shall be responsible for providing to County copies of Municipal Ordinance books and sufficient Summons books throughout the year for the assigned Police Officers, and such additional Police
Officers who will provide coverage on the assigned officers’ training days and days off. Police Officers shall be available to testify as necessary in Weldon Spring Municipal court.

8. The St. Charles County Department of Emergency Communications will provide law enforcement warrant entries and maintenance of Municipality’s warrant file and copies of reports on arrests on a schedule agreed to between the Chief of Police and Municipality. The St. Charles County Police Department will create and maintain records concerning the performance of these services in the same manner as it creates and maintains records for St. Charles County. So long as St. Charles County Police Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, there will be no additional cost for the items listed in Section III, subsection A.6 of the Agreement.

9. As between the parties hereto, the Municipality is not responsible for defense of claims against the Police Department or County or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is the County. St. Charles County will provide legal representation, defense, and indemnification of its Police Officers as set forth in Chapter 105 of the Ordinances of St. Charles County, Missouri, and other services provided pursuant to this Agreement. This provision shall not be understood as waiving the sovereign immunity by either party for conduct which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party.

10. The Police Department shall provide all necessary training to such Police Officers and other officers, including hand-gun and rifle practice and qualification days, Peace Officer Standards and Training continuing educations hours required for a law enforcement officer to maintain his/her license and/or certifications required by law, and twelve (12) weeks of field training if necessary.
11. The Police Department shall have the right and duty of the day-to-day operation of the law enforcement patrol and response services and Municipality shall have no right to direct such operations. Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Officers or other Police Department personnel directly. The County does not relinquish any of its otherwise existing control or ability to monitor, supervise, or discipline its employees by virtue of entering into this Agreement. Each officer or employee who may perform services as a result of this Agreement still must adhere to the established orders, policies and procedures of the County.

12. Municipal violations of City of Weldon Spring ordinances shall be written to City of Weldon Spring Municipal Court. The Municipality and County agree that during times when officers assigned to the Municipality are dispatched outside the Municipality, the time outside the Municipality will be restored on that shift or on another shift. The County will promptly notify the Municipality of extraordinary incidents, or accidents involving serious injury or death.

B. **Obligations of the Municipality:**

The Municipality shall:

1. Agree that the Mayor of Municipality or his/her designee shall be available to meet at least quarterly with the Chief of Police or his designee, or as needed.

2. Agree that the Police Department shall have the right and duty of the day-to-day operation of law enforcement patrol and response and Municipality shall have no right to direct law enforcement operations.

3. Agree that the City Administrator of the Municipality, or the Mayor in his absence, shall direct any concerns or requests to the Chief of Police or his designee and shall not provide
instruction or orders to Police Department staff or Police Officers directly. The Chief of Police’s
designee is the Shift Supervisor unless written notice is provided otherwise by the Chief of Police
to the Municipality.

4. Provide copies of Municipality’s ordinances and sufficient summons books throughout the
year for the assigned Police Officers.

5. Provide a designated area at City Hall for Police Officers to use to complete reports, make
follow-up calls, and complete other tasks ancillary to their work in Municipality.

6. As provided in Addendum to Police Services Contract attached to and incorporated in this
Agreement, protect from interference any microwave paths of the St. Charles County Digital P25
Land Mobile Radio Microwave System, if those paths are within Municipality’s jurisdiction.

C. All law enforcement services and Support Services shall be according to Police Department
protocols, which shall be available in written form to Municipality, upon request.

Section IV: Limitations

A. This Agreement is not assignable by either party. The rights and privileges created and
granted by this Agreement to provide the Law Enforcement Services are to be exercised solely by
County and Municipality.

B. Municipality has no authority to bind or obligate County without prior written approval of
County.

Section V: Term of the Contract and Fees

A. County and Municipality enter into this Agreement for a term covering the period of
January 1, 2021 through December 31, 2023. County will begin services only upon payment of
the amount for 2021.
B. County and Municipality have reached agreement and understand that the Agreement calls for County to employ two (2) Officers and dedicate such personnel to Municipality. In that the Agreement thus binds the County to the hiring and retention of additional Merit System personnel, the Agreement is intended to be ongoing. Municipality therefore agrees that at all times it is, and intends to be, responsible for the cost of those personnel during the entire term of any fiscal year in which County has entered into performance. To that end, Municipality agrees that should it cancel the Agreement during any year, County shall retain the remainder of that year’s contract amount as liquidated damages for that year. If cancellation occurs on or before December 1, the contract shall be null and void for the remaining fiscal years and no amount shall be due and owing in the remaining fiscal year(s). However, if Municipality has already paid the amount due as required herein, County shall retain the remainder of that year’s contract amount as liquidated damages, and if Municipality has failed to pay the amount in full by December 31st of the previous year as called for by the contract, such amount shall be deducted from any prepayment to County and Municipality shall be liable for any unpaid amount. However, should the County cancel the Agreement during any year, the County shall refund any unused portion of that year’s contract amount back to the Municipality on a pro-rated basis to the nearest full-month.

C. Municipality agrees to pay $210,546.00 per annum for continuous law enforcement services for ten (10) hours of patrol per day, seven days per week for Year One of the Agreement, such services requiring two (2) Police Officers and the acquisition of capital equipment, all as more fully set out in EXHIBIT 1. The Municipality agrees to pay the actual cost of law enforcement services for ten (10) hours of patrol per day, seven days per week for Year Two and Year Three, estimated to be $213,031.00 per annum for Year Two and $227,386.00 for Year Three of the Agreement; however County and Municipality agree that this number is an estimate and
Municipality will pay no more nor less than the County’s actual cost. The County agrees that it will bill the annual payment by December 1 of the year preceding each contract year and that the Municipality shall pay the amount due by December 31st of the year preceding each contract year. 

D. The County agrees that for so long as the County Police Department serves as the exclusive law enforcement patrol and response service for the Municipality of Weldon Spring, County will waive the fees associated with the services described in Section III subsections A.6 and 8 of the Agreement.

E. **Legal Contingencies.** The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment, and materials and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums to the Agreement upon the Municipality giving prior written notice to County and the Police Department at least thirty (30) days before November 1 of the calendar year preceding the Contract Year to be amended, and upon the consent of County and the Police Department as to the proposed amended terms. The Police Department shall be the entity to provide such increased level of services if agreed upon. The costs of such service shall be determined in the same manner as the costs set forth in **EXHIBIT 1**.

**Section VI: Termination**

A. This Agreement shall be in effect for a term covering the period of January 1, 2021 through December 31, 2023, unless terminated in accordance with the terms hereof. Both Municipality and County enter into the Agreement with the expectation that the Agreement will be renewed after this third three (3) year term, however nothing in this Agreement binds the parties to a longer term. 

B. This Agreement may be terminated without cause by County or Municipality at any time by giving ninety (90) days prior written notice to the other party at the address shown on the
signature page in Section VII, subject however, to the liquidated damages set forth in Section V.B. In the event that County cancels the Agreement, no liquidated damages shall be assessed against the Municipality, and the County will refund any unused portion of that year’s contract amount back to the Municipality on a pro-rated basis to the nearest full-month.

C. In the event Municipality fails to pay the annual fee within sixty (60) days of the date of billing, Municipality shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days’ written notice and make demand for its liquidated damages.

D. Notwithstanding any other provision of the Agreement to the contrary, if County provides notice to Municipality that the cost of the Agreement for Year Two or Year Three are to exceed the estimated costs as provided in Section V, subsection C, of the Agreement by more or equal to three percent (3%) of the estimated cost for that respective Contract Year, Municipality may terminate the Agreement within sixty (60) days of receipt of said notice but not later than December 15th of the calendar year next preceding the Contract Year to which the notice applies, whichever is later. County shall provide the notice of costs by November 1 of the preceding year. Should Municipality elect to terminate the Agreement pursuant to this Section within the time provided, then no amount shall be due and owing to the County, including but not necessarily limited to any amounts or liquidated damages that would have otherwise been owed to the County pursuant to Section V, subsection B.

**Section VII: Notices**

Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States
mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

If to County:
County Executive Steve Ehlmann
Executive Office Building
100 North Third Street, Suite 318
St. Charles, Missouri 63301
E-mail: Executive@sccmo.org

with copies to:
Chief of Police
101 Sheriff Dierker Court O’Fallon, MO 63366
E-mail: Chief@sccmo.org

and
County Counselor
Executive Office Building
100 North Third Street, Suite 216
St. Charles, Missouri 63301
E-mail: Counselor@sccmo.org

If to Municipality:
Mayor
City of Weldon Spring
5401 Independence Road
Weldon Spring, Missouri 63304
Facsimile number: (636) 441-8495

Notice served by e-mail, facsimile, or personal delivery shall be deemed delivered and received upon actual receipt which in the case of service by facsimile transmission may be proved by reference to the sender’s printed facsimile transmission report, verified by affidavit of the operator, and in the case of personal delivery by the affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.
ADDENDUM TO POLICE SERVICES CONTRACT

Microwave Path Protection. The parties to this Agreement as well as all Participating Jurisdictions in a certain Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications executed in or after October 2013 ("Radio Microwave Agreement") have a common interest in protecting that Radio Microwave System’s microwave transmission paths from interference. To that end, each party to this Agreement shall:

A. Ensure, if and when it erects facilities of its own, that those facilities shall not interfere with microwave paths employed by the System; and

B. To the extent permitted by law and subject to it not constituting a taking under Article I, Section 26 of the Missouri Constitution or the Fifth Amendment to the Constitution of the United States of America:

1. Adopt:
   a. An ordinance, order or other regulation substantially similar to Chapter 416, Ordinances of St. Charles County, Missouri ("OSCCMo"), "Noninterference with St. Charles County’s Emergency Microwave Communications System," for the purpose of; and/or
   b. Such other building and/or zoning regulations, procedures and/or policies pursuant to applicable law that are reasonably calculated to protect the System’s microwave transmission paths from interference by tall structures; and

2. Upon receiving any application for a permit or other approval to erect a structure at least eighty (80) feet in height (unless applicable zoning regulations provide for a lower height) beneath a known microwave transmission path of the System as mapped on the County’s GIS
mapping system at the time of the submission of any such application, refer that application to the Emergency Communications System Manager of St. Charles County ("System Manager") for a written determination of detrimental impact or no detrimental impact upon any microwave path of the System due to the proposed structure, with the preliminary and final findings of detrimental impact or no detrimental impact by the County’s System Manager following the procedures set forth in Chapter 416, OSCCMo, such Chapter 416, OSCCMO, being incorporated by reference as though fully set forth herein; provided however, for any application for permit or approval referred by the Participating Jurisdiction, should the System Manager fail to provide findings of detrimental impact or no detrimental impact within ninety (90) days of submittal of such application to the System Manager by the Participating Jurisdiction, then the Participating Jurisdiction may deem such failure as a finding of no detrimental impact; and

3. Make reasonable efforts to negotiate with a permit applicant for the mitigation of any finding of detrimental impact upon a microwave path of the System due to the applicant’s proposed structure, in which negotiations:

   a. The party shall secure County’s access to any System Infrastructure (as defined in the above mentioned Radio Microwave Agreement) to be constructed, installed and dedicated or conveyed to County; and

   b. Municipality and County by and through its System Manager shall consult and cooperate with one another to ensure mitigation of any detrimental impact identified pursuant to Section B.2 of this Addendum.

[Remainder of page left intentionally blank]
WHEREFORE, the parties hereto have executed this Agreement and Addendum, with the effective date of the day and year last written below.

CITY OF WELDON SPRING, MISSOURI

Mayor

Date

ATTEST:

City Clerk

ST. CHARLES COUNTY, MISSOURI

Steve Ehlmann, County Executive

Date

RECOMMENDED BY:

Kurt Frisz, Chief of Police

Date

ATTEST:

Brenda Hinton, County Registrar