AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A POLICE SERVICE AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI FOR THE PERIOD SEPTEMBER 1 – DECEMBER 31, 2018

WHEREAS, the City of Twin Oaks is authorized by Section 70.220 RSMo., as amended, to contract with other municipalities or political subdivisions for common services; and

WHEREAS, Department of Police of St. Louis County is authorized to contract for its services with municipalities such as the City of Twin Oaks; and

WHEREAS, the services hereinafter referenced are within the scope of the power of the City of Twin Oaks and St. Louis County; and

WHEREAS, the City of Twin Oaks and St. Louis County have entered into an agreement for Police services but which agreement, by its terms, expires on August 31, 2018; and

WHEREAS, the City of Twin Oaks and St. Louis County desire to enter into an interim Agreement of four (4) months for the period of September 1, 2018 through December 31, 2019 (one full-time officer) at $10,680.89 per month;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, the Police Service Agreement ("Agreement"), substantially in the form of Exhibit 1 (attached hereto and incorporated herein by reference) on behalf of the City of Twin Oaks with St. Louis County, Missouri for police services.

Section 2. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 22nd DAY OF AUGUST 2018.

Russ Fortune

Russ Fortune, Mayor

Attest:

Kathy A. Runge

Kathy A. Runge, City Administrator/Clerk

Exhibit 1
Police Service Agreement

POLICE SERVICE AGREEMENT

BY AND BETWEEN

COUNTY OF ST. LOUIS

AND CITY OF TWIN OAKS

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POLICE SERVICE AGREEMENT

CITY OF TWIN OAKS AND ST. LOUIS COUNTY, MISSOURI

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between the CITY OF TWIN OAKS, a municipality in St. Louis County, Missouri, hereinafter referred to as "CITY", and ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as the "COUNTY").

WITNESSETH THAT:

RECITALS

WHEREAS, the provisions of Section 70.210 to 70.320 RSMo empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Section 701.070.4 SLCRO 1974, as amended, authorizes the Chief of Police of St. Louis County to contract for its services with municipalities; and

WHEREAS, the CITY desires to engage the services of the St. Louis County Police Department, hereinafter referred to as the POLICE DEPARTMENT to provide for the enforcement of its Ordinances, and special police protection and services, including local patrols and traffic supervision; and

WHEREAS, the CITY has duly enacted and approved Ordinance No. _____, a copy of which is attached hereto and made a part hereof, authorizing the Board of Aldermen to execute this contract and to appoint any or all police officers of the POLICE DEPARTMENT, designated by the Chief thereof, as police officers of said CITY;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE COUNTY AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

(1) The POLICE DEPARTMENT shall continue to render to the CITY the same general police services in the enforcement of the laws of the State of Missouri as it now renders to all of St. Louis County.

(2) The police officers of the POLICE DEPARTMENT shall, without detracting from their power and authority as members of the POLICE DEPARTMENT, serve as police officers of the CITY, and shall perform such duties as are enjoined on them by the Statutes of the State of Missouri and the Ordinances of the CITY. Whenever possible, traffic violations will

be prosecuted under Ordinances of the CITY.

(3) The duties prescribed in paragraph two (2) hereof include the assignment of one (1) full time no-relief officer to the CITY and one (1) fully-equipped police vehicle will be marked identifying the CITY, coupled with providing routine contracted patrols and a police response to all calls for service. The assigned officer will devote his/her entire effort to the provision of police services to the CITY. The officer's duties will be assigned by the POLICE DEPARTMENT in consultation with the CITY, which will enhance the peace and safety of the CITY, including the provision and coordination of such community-oriented programs as neighborhood watch, citizen police academies, and citizen ride-along. The CITY shall provide all office facilities necessary to the enforcement of its Ordinances.

A. In addition to the full-time assignment of one officer, the COUNTY will supplement the police presence by providing two (2) ten (10) minute municipal patrols per eight (8) hour shift [six (6) patrols per day] through the CITY and CITY park, night and holiday checks of business places and the homes of vacationing residents and general traffic control. In addition to the supplemental patrols, up to Labor Day, each Friday and Saturday night, between the hours of 10:00 PM and 2:00 AM, two (2) specialized ten (10) minute municipal patrols of the Highway 141/Big Bend commercial area, park area, and the pet cemetery will be made.

B. The supplemental municipal patrols will be conducted as described except for those periods when a police officer is assigned and scheduled for an eight (8) hour tour-of-duty in the CITY. In addition to the two (2) patrols per shift, the POLICE DEPARTMENT will respond to all citizens' calls for service and 911 calls. If police activity within an area served by the St. Louis County Police Department, but outside of the CITY, requires that the Twin Oaks police car be dispatched as the nearest available car, St. Louis County may temporarily dispatch the Twin Oaks police car to a location outside of the CITY. The POLICE DEPARTMENT shall endeavor to provide a manned patrol car to the CITY as soon as practicable and return the Twin Oaks car to the CITY as soon as is reasonably possible.

(4) The POLICE DEPARTMENT will provide full-service police services at the same level of service provided to citizens of unincorporated ST. LOUIS COUNTY, specifically including, but not limited to:

A. **Patrol Service** – Regular motorized patrol, responding to radio directed assignments, car checks, enforcement of moving traffic violations, driving while intoxicated

arrests, follow-up investigations of certain offenses, auto thefts and other uniform neighborhood policing functions.

B. **Tactical Operations Services** - to deal with incidents involving armed and barricaded person, hostage, sniper or other situations wherein specialized police tactics or weapons are required, and other special enforcement situations.

C. **Flight Operations** - To provide emergency rescue capabilities, as well as aerial support to all units of the Department.

D. **Crimes Against Property** - to conduct thorough, comprehensive follow-up investigations of burglaries, auto thefts, larcenies, frauds, arsons and explosions.

E. **Crimes Against Persons** - To conduct thorough, comprehensive investigations of homicides, robberies, felonious assaults, sexual assaults, missing persons and juvenile abuse and neglect cases.

F. **Drug Enforcement** - To actively investigate, arrest and prosecute those persons who unlawfully possess, sell, deliver, cultivate, distribute or manufacture controlled substances.

G. **Special Investigations** - To conduct investigations of victimless crimes with emphasis on confidence games, gambling/bookmaking, and anti-fence investigations; to conduct investigations of human trafficking, prostitution, child pornography, on-line child exploitation, and other special investigations at the direction of the Chief of Police.

H. **Identification Services** - Responsible for crime scene investigations relating to collection and preservation of evidence, identification and maintenance of records of arrested persons, prisoner processing support and transportation, the execution of warrants regarding fugitives, photography, fingerprint identification and examination and analysis of physical material, including firearms identification.

I. **Communications** - With a Computer Aided Dispatch System, provide radio dispatching, REJIS information, and other support services of the mobile units; provide complaint service section services as a primary emergency 911 and secondary emergency medical answering point, process requests for police, fire and emergency medical services. The CITY will pay for telephone line costs and the COUNTY will provide the equipment necessary to utilize the CARE system and the associated monthly management reports.

J. **Record Room** - Responsible for the recording, including maintenance and processing of criminal and non-criminal police reports; a 24-hour police reporting

service, CARE; code and enter all police reports; Uniform Crime Reporting System; provide access to REJIS information and traffic ticket processing. COUNTY will provide monthly crime reports to the CITY.

K. **Training** – The COUNTY will maintain training of the police officers in accordance with State Statute. The cost of such training shall be considered paid by the CITY and is included as part of the total cost of this Agreement.

L. **Special Events** – Such protection for special events and such other ordinary police protection or services as may be reasonably needed or requested by the CITY.

(5) The policies and procedures of the POLICE DEPARTMENT will be followed in the enforcement and conduct of the above referred services.

ARTICLE II - ADMINISTRATION OF PERSONNEL

(1) COUNTY shall be able to adjust beats and assignments on a temporary basis to render general police services to the CITY in the enforcement of the laws of the CITY OF TWIN OAKS and the State of Missouri in accordance with the terms of this Agreement. The officers of the POLICE DEPARTMENT acting pursuant to this Agreement and responding to any emergency outside of the CITY will be so designated by the watch commander and when acting outside of the CITY in an emergency situation, will be considered as on active duty, the same as they would be when acting on their regular duties within the CITY OF TWIN OAKS.

(2) Assigned officers shall cooperate with the CITY in the performance of their duties but shall be subject to the supervision of the POLICE DEPARTMENT recognized chain of command.

ARTICLE III - TERMS OF AGREEMENT

(1) Unless terminated as provided in Article V of this Agreement, this Agreement shall commence on September 1, 2018 and terminate at midnight on December 31, 2018.

ARTICLE IV - BILLING RATES

(1) For this term, the CITY shall pay the COUNTY for the special municipal police services set out herein, a monthly sum of TEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND EIGHTY-NINE CENTS ($10,680.89) payable monthly in advance on the first day of each month for a total cost of FORTY-TWO THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS AND FIFTY-SIX CENTS ($42,723.56).

(2) A review of the account will be performed twice a year to determine if the CITY

has a balance on the account. If a credit/past due balance is found, a statement will be sent to the CITY.

ARTICLE V - RIGHT OF TERMINATION

(1) Any party may choose to terminate this Agreement by giving written notice to the other party at least one (1) month prior to the termination of this Agreement.

ARTICLE VI - ST. LOUIS COUNTY ALARM SYSTEMS CODE

(1) It is further understood that the CITY shall maintain in effect during the life of this contract the previously enacted ordinance pertaining to alarm systems in the CITY which is identical in intent and result to the St. Louis County Alarm Systems Code.

ARTICLE VII - DEFENSE OF CLAIMS

(1) As between the parties hereto, CITY is not responsible for defense of claims against the COUNTY or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is the COUNTY. This provision shall not be understood as waiving the sovereign immunity or any other defense of either party, or as an indemnity by either party for conduct for which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party.

ARTICLE VIII – NOTICES

(1) Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

A. Notices to POLICE DEPARTMENT shall be addressed as follows:

St. Louis County Police Department
Police Contract Services Unit
Attn: Unit Commander
7900 Forsyth Boulevard
Clayton, Missouri 63105
Phone #:314-615-0184

B. Notices to CITY shall be addressed as follows:

City of Twin Oaks
Attn: Mayor and/or City Administrator/Clerk
1381 Big Bend Road
Twin Oaks, Missouri 63021
Phone #:636-225-7873

ARTICLE IX - AMENDMENTS

(1) The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment and/or materials provided, and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums or amendments to this Agreement in the event of adjustments requested. The CITY may demand an increase in the level of services to be provided by COUNTY at any time to include the acquisition of additional equipment and/or vehicles, upon sixty (60) day written notice to COUNTY. COUNTY shall provide such increased level of services to CITY if COUNTY can provide the level of services as requested by CITY. The changes in costs of such services where developed shall be set forth in the same manner as the costs set forth in Exhibit A and subject to payment by CITY as set forth in Article IV of this Agreement.

ARTCILE X - ENTIRE AGREEMENT

(1) This Agreement, Attachment A, and any executed Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Article X, Amendments, of this Agreement.

IN WITNESS WHEREOF, COUNTY and CITY have signed their names and affixed their official seals.

Attest:

CITY OF TWIN OAKS

_____
CITY Clerk

By_____
Mayor

Attest:

_____
CITY Attorney

Approved:

ST. LOUIS COUNTY, MISSOURI

_____
Chief of Police
St. Louis County Police Department

By_____
County Executive

Approved as to Legal Form:

Attest:

_____
County Counselor

_____
Administrative Director

Approved:

ST. LOUIS COUNTY
BOARD OF POLICE COMMISSIONERS

_____
Accounting Officer

By_____
Chairman

SIGNATURES

Police Service Agreement Explanation of Costs
CITY OF TWIN OAKS
Contract Year(s) 2018
Exhibit A-One Term (September 1, 2018 to December 31, 2018)

	2018 Cost
I. One Police Officer; No-Relief	$32,460.76
II. Supplemental Contract Patrols (97 hours)	$5,247.70
III. Patrol Vehicle Usage	$2,212.08
IV. Support and Indirect Costs	$2,803.02
Total Cost (4 Months)	**$42,723.56**
Monthly Cost	$10,680.89