

VILLAGE OF UPLANDS PARK, MISSOURI  
(ORDINANCE)

BILL NO. 712  
ORDINANCE NO. \_\_\_\_\_

TITLE

AN ORDINANCE AUTHORIZING AND DIRECTING THE CHAIRMAN TO ENTER INTO AND EXECUTE AN AGREEMENT WITH THE ST. LOUIS COUNTY POLICE DEPARTMENT TO RENDER TO THE VILLAGE THE SAME GENERAL POLICE SERVICES IN THE ENFORCEMENT OF THE LAWS AS IT NOW RENDERS TO ALL OF ST. LOUIS COUNTY.

ORDINANCE

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF UPLANDS PARK, COUNTY OF SAINT LOUIS, STATE OF MISSOURI, AS FOLLOWS:

SECTION ONE:

The Village of Uplands Park, Missouri ("the Village") hereby authorizes and directs the Chairman to enter into and execute an agreement with the St. Louis County Police Department to render to the Village the same general police services in the enforcement of the laws as it now renders to all of St. Louis County. The aforesaid agreement is attached hereto as Exhibit "A" and incorporated as though fully set forth herein.

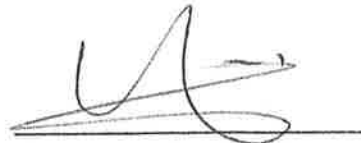
SECTION TWO:

This Ordinance shall be in full force and effect from and after the date of its passage.

SECTION THREE:

All acts and parts of Ordinances or Resolutions heretofore adopted by the Village in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict with the provisions of this Ordinance.

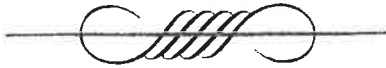
**PASSED** by the Board of Trustees and **APPROVED** by the Chairman of the Village of Uplands Park, Missouri, this 27 day of DECEMBER, 2013.

  
Henry Iwenofu, Chairman

<Seal and Attestation Immediately Follows>

# POLICE SERVICE AGREEMENT

*VILLAGE OF UPLANDS PARK AND ST. LOUIS COUNTY, MISSOURI*



THIS AGREEMENT, entered into by and between the VILLAGE OF UPLANDS PARK, a municipality in St. Louis County, Missouri, hereinafter referred to as the "VILLAGE" and ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as the "COUNTY."

WITNESSETH THAT:

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, RSMo. 2000, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Section 701.070, SLCRO 1974, as amended, authorizes the Chief of Police of St. Louis County to contract for its services with municipalities; and

WHEREAS, the VILLAGE desires the enforcement of its Ordinances, and special police protection and services, including local patrols and traffic supervision; and

WHEREAS, the VILLAGE has duly enacted and approved Ordinance No. 713, a copy of which is attached hereto and made a part hereof, authorizing the Chairman and Village Clerk to execute this contract and to appoint any or all police officers of the Department of Police of St. Louis County, designated by the Chief thereof, as police officers of said VILLAGE;

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

(1) The Department of Police shall continue to render to the VILLAGE 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 Department of Police shall, without detracting from their power and authority as members of the St. Louis County Police Department, serve as police officers of the VILLAGE, and shall perform such duties as are enjoyed on them by the Statutes of the State of Missouri and the Ordinances of the VILLAGE.

(3) The duties prescribed in paragraph (2) hereof shall include: all full-service

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police services at the same level of service provided citizens of unincorporated ST. LOUIS COUNTY, specifically including, but not limited to: a minimum of three (3), ten (10) minute tours per eight (8) hour shifts (nine (9) tours each day) through the VILLAGE, night and holiday checks of business places and the homes of vacationing citizens and general traffic control.

A. **Tactical Operations Services** – To deal with incidents involving armed and barricaded persons, hostage, sniper or other situations wherein specialized police tactics or weapons are required, and other special enforcement situations.

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

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

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

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

F. **Special Investigations** – To conduct investigations of victimless crimes with emphasis on confidence games, gambling/bookmaking, fraud, morality and liquor violations; to conduct anti-fence investigations, and other special investigations at the direction of the Chief of Police.

G. **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.

H. **Communications** – With a Computer-Aided Dispatch System, provides radio dispatching, REJIS information and other support services of the mobile units; provides complaint service section services as a primary emergency 911 and secondary emergency medical answering point, processing requests for police, fire and emergency medical services.

I. **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 VILLAGE.

J. **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 TOWN and is included as part of the total cost of this contract.

K. The policies and procedures of the St. Louis County Police Department will be followed in the enforcement and conduct of the above referred services.

L. Such protection for special events and such other ordinary police protection or services as may be reasonably needed or requested by the VILLAGE.

(4) Traffic violations will be prosecuted under Ordinances of the VILLAGE whenever possible.

(5) The COUNTY shall provide all office facilities necessary for the St. Louis County Police Department to carry out its obligations under this Agreement.

(6) This Agreement shall take effect on the 31 day of December 2013, and shall expire on the 30 day of December 2014, provided however that either party may terminate this Agreement at any time by giving the other party thirty (30) days prior written notice.

(7) IT IS FURTHER AGREED by the parties hereto that should they wish to enter into a similar contract for such services for December 31, 2014 through December 30, 2015 but are unable by December 1, 2014 to agree on the monthly rate for such services, the present contract rate of \$3,500 per month shall continue in effect until such time as a new monthly rate is agreed upon by the parties which new monthly rate will apply retroactively to December 31, 2015.

(8) VILLAGE shall pay COUNTY the sum of \$36,000.00 annually for police services to be performed by COUNTY as set forth in this Contract. In addition, VILLAGE is obligated to pay \$11,454.36 to COUNTY for 911 and non-emergency telephone call processing and radio dispatching services rendered by COUNTY to VILLAGE for the years 2009-2012, which VILLAGE failed to pay COUNTY for said services. The Contract shall commence upon payment by VILLAGE to COUNTY of \$3,500.00 representing the first (1) month for the services under this Contract. Thereafter, VILLAGE shall pay COUNTY \$3,500.00 each month representing the \$3,000.00 monthly service cost under this Contract and the \$500 monthly cost for services rendered previously. The \$3,500.00 monthly payment will remain in effect until either the past due balance is satisfied in full or until the

annual monthly service cost is modified as described in paragraph 6.

(9) The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of equipment and materials provided and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums to this Agreement. The VILLAGE may decrease or increase its level of services at any time to include the acquisition of additional equipment and/or vehicles, giving the COUNTY a minimum of sixty (60) days written notice. The COUNTY shall accommodate said requests concerning the level of services. The costs of such service shall be set in the same manner as the costs set forth in Exhibit A where developed.

(10) It is further understood that the VILLAGE shall enact an ordinance pertaining to alarm systems in their VILLAGE; which is identical in intent and result to the St. Louis County Alarm Systems Code.

(11) COUNTY shall pay all costs incurred pursuant to VILLAGE changing to or from COUNTY's coordinated communications service. The costs referred to in this paragraph pertain specifically to the 911 Emergency Telephone System.

(12) This Agreement shall automatically be terminated in the event that the appropriate officer, agent, council or other body with the authority to appropriate money fails to appropriate sufficient funds to pay for the obligations imposed by this Agreement for the fiscal year in question. The VILLAGE agrees to inform the COUNTY in good faith at the earliest time should such non-appropriation becomes apparent. Failure to appropriate funds to continue this contract in any subsequent fiscal year shall not be deemed a breach by the VILLAGE.

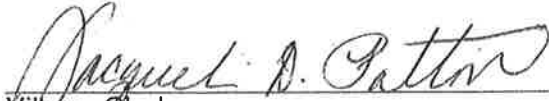
(13) As between the parties hereto, VILLAGE is not responsible for defense of claims against the COUNTY or personnel providing services under this contract, and insofar as either party is legally responsible for such defense, it is the COUNTY. This provision shall not be understood as waiving the sovereign 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.

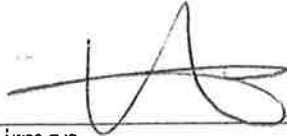
(14) VILLAGE agrees not to develop, or participate in, any automated traffic enforcement program, to include speed and/or red light cameras, during the term of this Agreement. Development or participation in said programs will result in termination of this Agreement as described in paragraph 6.

IN WITNESS THEREOF, VILLAGE and COUNTY have signed their names and affixed their official seals to this Agreement on the day and year first above written.

VILLAGE OF UPLANDS PARK

Attest:

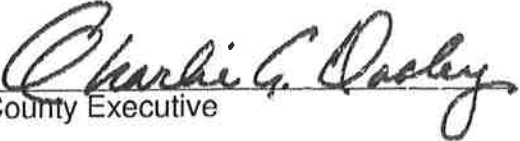
  
Village Clerk

By   
Chairman

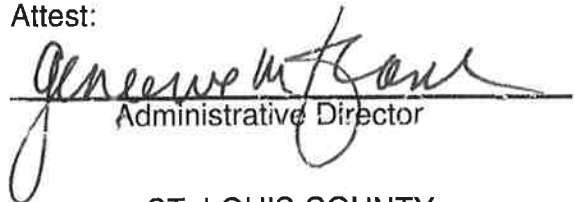
Attest:

  
Village Attorney

ST. LOUIS COUNTY, MISSOURI

By   
County Executive

Attest:

  
Administrative Director

ST. LOUIS COUNTY  
BOARD OF POLICE COMMISSIONERS

Approved:

  
Chief of Police  
St. Louis County Police Department

By   
Chairman

Approved:

  
Risk and Insurance Manager

Approved as to Legal Form:

  
County Counselor

Approved:

  
Accounting Officer

**VILLAGE OF UPLANDS PARK  
POLICE SERVICE AGREEMENT 2013 - 2014**

I.	<u>PATROL (Uniform)</u>	
A.	Contract Patrols 10 minutes, 9 times per day = 90 minutes per day x 365 days = 32,850 minutes. 32,850 divided by 60 minutes = 547.5 hours x \$32.39	<b>\$17,733.52</b>
B.	Transportation Costs 2 miles per patrol = 18 miles per day x 365 = 6,570 miles 6,570 x \$.7274 per mile	<b>4,779.02</b>
C.	Time in city by other officers = 200 hours 200 hours x \$32.39	<b>6,478.00</b>
II.	<u>Investigations and Support</u>	<b>7,009.46</b>
A.	Administration	
B.	Central Police Records	
C.	Communications	
D.	Computer Aided Report Writing (C.A.R.E.)	
E.	Computer Services	
F.	Crime Scene Unit	
G.	Crimes Against Persons	
H.	Crimes Against Property	
I.	Property Control	

Total: **\$36,000.00**  
'13 - '14 Monthly = **\$3,000.00**

Past Due Balance @ \$500 a month                      Total Monthly = **\$3,500.00**

'13 - '14 Overall Contract Total: **\$42,000.00**

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