

BILL NO. 12- 505

ORDINANCE NO. 12- 505

AN ORDINANCE AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE VILLAGE OF UPLANDS PARK TO EXECUTE AN AGREEMENT

WHEREAS, the Board of Trustees of the Village of Uplands Park, State of Missouri (“Village”) finds and declares that it is in the best interests of its taxpayers and residents to disband its police department and to contract with another municipality for police services to be performed in the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES AS FOLLOWS:

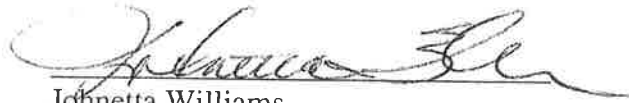
Section 1. Attached hereto as Exhibit A is a copy of a form of an Agreement whereby the Village contract with the City of Velda City, Missouri (“City”) whereby the City would provide police services for the Village; the terms and provisions of Exhibit A and hereby incorporated by reference.

Section 2. The Village hereby repeals all Village Ordinances and Village Municipal Code provisions that are inconsistent with this ordinance, including but not limited to § 200.010 of the Village’s Municipal Code.

Section 3. This Ordinance shall take effect and be in full force at 12:01 a.m. on December 16, 2012.

Section 4. Any and all Village ordinances inconsistent with this ordinance are hereby repealed. This ordinance shall not be published in the Village’s Code of Ordinances.

PASSED and APPROVED this 10 day of December, 2012.



Johnetta Williams
Chairman, Village of Uplands Park

Approved As To Form:



Elkin L. Kistner, Village Attorney

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF UPLANDS PARK, MISSOURI, THIS 10 DAY OF DECEMBER, 2012.

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Chairman, Village of Uplands Park

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Elkin L. Kistner, Village Attorney

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF
UPLANDS PARK, MISSOURI, THIS _____ DAY OF DECEMBER, 2012.

POLICE & MUNICIPAL COURT SERVICE CONTRACT

THIS CONTRACT, made and entered by and between the **CITY OF VELDA CITY**, a municipal corporation of the State of Missouri, hereinafter referred to as "Velda City", and the **VILLAGE OF UPLANDS PARK**, a municipal corporation of the State of Missouri, hereinafter referred to as "Uplands Park".

WHEREAS, Velda City is empowered to enact bylaws and ordinances for regulations within such municipality as are deemed necessary by the Board of Aldermen and not repugnant and contrary to the laws of the State of Missouri; and,

WHEREAS, Uplands Park is empowered to enact bylaws and ordinances for regulations within such municipality as are deemed necessary by the Board of Trustees and not repugnant and contrary to the laws of the State of Missouri; and,

WHEREAS, Velda City is authorized to appoint, enroll, employ, equip, and arm a force of police to preserve the public peace, prevent crime and arrest offenders, protect the rights of persons or property and guard the public health, prevent and remove nuisances on all streets, highways, alleys and other places, and to execute orders and process arising under the ordinances, and to enforce all ordinances of the municipality and the laws of the State of Missouri; and,

WHEREAS, Uplands Park is authorized to appoint, enroll, employ, equip, and arm a force of police to preserve the public peace, prevent crime and arrest offenders, protect the rights of persons or property and guard the public health, prevent and remove nuisances on all streets, highways, alleys and other places, and to execute orders and process arising under the ordinances, and to enforce all ordinances of the municipality and the laws of the State of Missouri; and,

WHEREAS, Velda City has appointed, enrolled, employed, equipped and armed a force of police for the purpose of preserving the public peace and enforcement of ordinances of the municipality and the laws of the State of Missouri; and,

WHEREAS, Uplands Park desires to contract and cooperate with Velda City to obtain the services of the Velda City Police Department to preserve the public peace and enforcement of ordinances of the municipality and the laws of the State of Missouri within the corporate limits of Uplands park; and,

WHEREAS, Missouri Statutes, 77.800 and 70.815 authorize the governing body of any political subdivision by ordinance to enter into a contract of agreement with another political subdivision for police services; and,

WHEREAS, Velda City has passed an ordinance authorizing an agreement and contract to provide police protection services within and for Uplands Park; and,

WHEREAS, Uplands Park has passed an ordinance authorizing an agreement and contract to provide police protection services within and for Uplands Park from Velda City; and,

NOW-THEREFOR, it is agreed by and between Velda City and Uplands Park as follows:

1. This one-year Contract will commence on December 16, 2012, at 12:01 a.m. and expire on November 31, 2013 at 1159pm. However, either party may terminate this Contract, with or without cause, at any time by giving the other party thirty (30) days prior written notice. If any payment under this contract becomes delinquent for more than 60 days, police and court services shall immediately cease and the balance due under the full 1 year contract shall be owed and paid in full before services may be reinstated.
2. Velda City shall provide during the term of this Contract within the boundaries of Uplands Park an available police officer (s) to be on call, continuously, twenty-four (24) hours per day, seven (7) days per week, to perform the following police services:
 - a. Periodic patrols of the public streets, highways, alleys and public places of Uplands Park;
 - b. Respond to calls for assistance from residents of Uplands Park;
 - c. Provide police assistance at fires for the protection of firefighters and property;
 - d. Execute orders and process arising under ordinances of Uplands Park or the laws of Missouri;
 - e. Arrest on view, without a warrant, any person or persons the police officer sees violating, or who the officer has reasonable grounds to believe has violated, any ordinances of Uplands Park or the laws of the State of Missouri, including misdemeanors;
 - f. Issue summons for violation of traffic, parking, and other designated ordinances of Uplands Park;

- g. Investigate traffic accidents and incidents;
- h. Investigation crimes occurring in Uplands Park;

- i. Provide relevant services by the Velda City Detective Bureau;
- j. Provide services related to property ordinance violations; and,
- k. Provide officers to execute "active" Failure to Appear (FTA) warrants upon request and approval.

The police protection to Uplands Park shall be to the same standard of that provided to Velda City.

- 3. Uplands Park shall provide to the Velda City Police Chief one (1) set of ordinances of Uplands Park to be enforced by the Velda City Police Department; all additions, deletions, changes, modifications and repealed ordinances shall be promptly delivered to the Velda City Chief of Police by Uplands Park within ten (10) days of such changes. Delivery to the Police Chief shall be made by leaving with the City Clerk for the City of Velda City at City Hall one (1) copy of the amended and/or enacted ordinance.

- 4. The Velda City police offices that perform services for Uplands Park shall be subject only to the orders of the Velda City Chief of Police or his designee. The Velda City Chief of Police shall not perform for Uplands Park the services of collector, treasurer, street commissioner, or building inspector. While performing services within Uplands Park, including the enforcement of the ordinances and laws of the State, Velda City police officers shall be governed by the rules and regulations of the Velda City Police Department and shall remain in the employment of and under the direction, supervision and control of Velda City and its proper officers, officials and authorities. Velda City police officers providing police services within Uplands Park shall have the powers of arrest as officers of Uplands Park and shall have the same privileges and immunities of State Law as they would have within Velda City. Nothing herein contained shall be construed to create an employee-employer relationship between Velda City police officers and Uplands Park.

- 5. Police officers may be disciplined, suspended, or removed from office only by the Board of Alderman of Velda City at the request of the Velda City Chief of Police. All official complaints regarding police officers or

the type of police protection shall be made in writing by the Chairperson of the Board of Trustees of Uplands Park and delivered to the Chief of Police with a copy to the Velda City Clerk and Mayors office. All complaints will be recognized and handled only in this manner, but this does not

prevent any resident of Uplands Park from directly contacting the Velda City Police Department or its officers.

6. All requests for assistance from Uplands Park residents shall be directed to Velda City's usual emergency and police dispatching service and communications and dispatching of the officers shall be done by such service.
7. Velda City shall provide a police officer for Uplands Park Municipal Court at no additional cost. However, Uplands Park shall pay Velda City a flat fee of twenty Five (\$25.00) per court appearance per officer for any officer subpoenaed to State/Federal Court.
8. The Chief of Police for Velda City will, upon request of Uplands Park or Velda City, meet with representatives of Uplands Park regarding police policies and procedures, police services, police personnel and ordinance enforcement in Uplands Park.
9. All police paperwork, including reports to be filed with any governmental agency shall be prepared and filed by the Velda City Police Department. The Velda City Chief of Police shall prepare a monthly report of Velda City Police activities involving Uplands Park and will submit it to Uplands Park Chairperson of the Board of Trustees by the fifteenth (15th) of the following month or before its next scheduled meeting.
10. Uplands Park shall pay Velda City as compensation for Police and Municipal Court services provided herein the annual sum of Sixty Thousand Dollars and Zero Cents (\$60,000.00), payable in equal monthly payments of Five Thousand Dollars (\$5,000.00) to be paid by the first (1st) of the month.

Any payment not received by the fifteenth (15th) day of the month in which its due, shall be considered delinquent and a late payment charge of five percent (5%) of the amount due will be added from the date payment was due to the date paid.

In addition, Uplands Park agrees to pay Velda City any associated costs, including, but not limited to; any legal fees, litigation costs, Court costs, filing fees, etc.; should Velda City have to take any action to collect delinquent payments due under this agreement.

11. Velda City will obtain and shall maintain, as long as commercially reasonable and available, police liability and automobile liability insurance policies for acts of negligence of the police officers and covering motor vehicles used by the police officers in rendering services under this Contract. Uplands Parks shall have and maintain their own general liability insurance that includes the City of Velda City as an additional insured party/entity under such policies of insurance to cover any claims of acts committed while enforcing the ordinances of Uplands Park. Neither Velda City nor Uplands Park by purchase of such insurance is waiving any privilege or immunity of Velda City or Uplands Park, or their respective elected or appointed officials, employees, or agents, against claims, causes of action for property damage, personal injury (including death) or other claims caused while in exercise of any governmental functions or arising from the performance of this Contract. Nothing herein contained shall be construed as a waiver of sovereign immunity or official immunity, and such may be asserted by Velda City, Uplands Park, their respective officials, elected and appointed, and employees or agents. Velda City does not assume any liability for the validity of constitutionality of ordinances of Uplands Park to be enforced pursuant to this Contract. The Village of Uplands Park shall be responsible for any costs that may arise to defend its ordinances that are enforced by Velda City police officers.
12. The Village of Uplands Park will provide a police department substation in the basement of the Village Hall, for the purpose of maintaining immediate records and file storage and other supplies. Maintained at the substation shall be Village reports, warrants, arrest reports, dispatch reports and all other documents pertaining to this Contract.

13. St. Louis County Police, Communications Section, shall provide dispatch communications and report services for the term of this Contract. Velda City shall include this cost to the bid. Velda City shall provide Uplands Park with 1 (one) copy of any police report generated as part of this contract. Additional copies requested must be done in writing and submitted to the Velda City Chief of Police. Additional copies shall cost \$14.50 per copy.
14. Uplands Park shall be responsible for making the necessary arrangements and payments with REJIS for the appropriate software and services to fulfill this Contract. All Uplands Park REJIS usernames are to be removed and not reinstated upon execution of this contract.
15. Velda City shall be responsible for the housing of any prisoners up to \$1050 a year (30 days total) for those arrested violating the laws of Uplands Park. Any prisoner housed for Uplands Park after 30 days shall cost Uplands Park \$35 per day per prisoner payable to Velda City by the 15th day of the following month or when invoice is submitted.
16. The City of Velda City shall be responsible for towing any vehicle. The cost for a vehicle release shall be property of the Village of Uplands Park. Any administrative fees collected by the Tow Company shall be property of the City of Velda City.
17. The Village of Uplands Park shall adopt and follow the Police General Orders and policies of that already in force by Velda City.
18. The Village of Uplands Park shall have their own phone service and may enter in an agreement to have their lines transferred to Velda City at their cost.
19. COURT: The City of Velda City shall provide Municipal Court services for the Village of Uplands Park. The Village of Uplands Park shall maintain, including cost of; their own Municipal Court Judge, Municipal Prosecuting Attorney, and Village Attorney. The City of Velda City shall provide one (1) Court Bailiff included in this bid.

20. The City of Velda City shall permit and allow the Village of Uplands Park to use the Municipal Court facility located at 2560 Lucas and Hunt Rd. on a mutually agreed date and time at no additional cost.
21. The Court Clerk for the City of Velda City shall maintain court records for any offence/incident commencing AFTER the execution of this contract.
22. The Village of Uplands Park shall maintain and pay all associated fees for software/access to IMDS/LEWEB (Court software) payable directly to REJIS. The Village of Uplands Park shall contact REJIS and allow the Velda City Court Clerk access rights to said software to perform the duties of Court Clerk.
23. The cost to compensate the extra duties of maintaining court records and court proceedings of the Velda City Court Clerk (s) is included in this bid.
24. Only the Velda City Court Clerk (s) shall enter all pertinent information relating to Court proceedings for the Village of Uplands Park into the IMDS/LEWEB REJIS software database.
25. Only the Velda City Court Clerk (s) shall be allowed by the Village of Uplands Park to accept cash bond money and cash traffic/summon/court fines. Said money information shall be entered into the IMDS/LEWEB/REJIS software database. All monies received by the Velda City Court Clerk/Police Department shall be forwarded to the Village of Uplands Park as designated by the Village of Uplands Park by close of business Friday. All money transferred to the designated person at Uplands Park shall immediately be counted face to face and a representative for both agencies must sign off on money transferred. The City of Velda City shall not be held responsible for any money lost/stolen once hand delivered to the designated person at Uplands Park.
26. The Village of Uplands Park agrees that no person shall be authorized and/or given rights to access and/or modify, change, delete, add, and/or manipulate the Municipal Court software (IMDS/LEWEB/REJIS) other than the Velda City Court Clerk. The Village of Uplands Park shall immediately remove all usernames from the REJIS database before

execution of this contract. The Village of Uplands Park also agrees to not add/modify usernames to the IMDS/LEWEB/REJIS database while this contract is in effect. The Village of Uplands Park authorizes REJIS to immediately notify the City of Velda City should any username be added/modified once this contract is executed. No other software and/or collection method shall be used by either party without expressed written agreement of both parties.

27. The City of Velda City shall use its current REJIS Mobile Ticketing software to issue any and all traffic tickets and/or court summonses. Said tickets/summons shall be automatically downloaded into the Village of Uplands Park IMDS/LEWEB/REJIS software database. The Village of Uplands Park shall maintain (keep/store) any original ticket/summons hand written by any Velda City Police Officer. The Village of Uplands Park shall also maintain/store/keep all original report files. The City of Velda City shall be responsible for the electronic storing of any CARE reports. The Velda City Police Department shall submit UCR/DWITS and Racial Profiling reports to the State of Missouri so long as this contract is in force. Said reports shall be forwarded to the Village of Uplands Park by the following monthly report submittal or as required by law. The City of Velda City shall not be held responsible for delayed "download" due to technical errors beyond its control as both parties rely on REJIS for this service.
28. The Village of Uplands Park shall be responsible in obtaining, cost of, and issuance to the Velda City Police Department with paper traffic tickets/court summonses. The Velda City Police Department shall attempt to use Mobile Ticketing software as much as possible before any hand written (paper) tickets/summons are utilized. The City of Velda City shall provide the Village of Uplands Park with the original ticket/summons within one business week or at the monthly report submittal.
29. The maintenance and cost for mobile ticketing, including paper and printers; is included in this bid.
30. The Village of Uplands Park agrees to allow and permit the Velda City Court Clerk (s) to update/modify past cases as needed and/or required by current court rulings. Should the Village of Uplands Park desire the Velda City Court Clerk to actively update previous cases

to exceed \$2,000 a year for additional services performed and cost may be modified by the Village of Uplands Park at their option.

31. The Village of Uplands Park shall provide the City of Velda City with a receipt books to use when any money is collected on behalf of the Village of Uplands Park. Said receipt book shall have at least 3 carbon copies per receipt. The City of Velda City shall keep 1 carbon copy of said receipt book for a period of 3 years or as required by law. At no time shall receipt books be copied or have the same receipt number. Each receipt book must be an original with sequential numbers.
32. The City of Velda City is not obligated to hire any previous Village of Uplands Park police officer, court clerk, and/or civilian employee and vice versa. At no time shall the Village of Uplands Park employ and/or use a police officer on their own while this contract is in force. The Village of Uplands Park may, at their discretion, have a Housing Code Enforcement Official and/or Building Inspector. Said positions and duties are exempt from this contract and their duties/position shall have no affiliation with the City of Velda City. Should the Village of Uplands Park desire the City of Velda City to provide Housing Code Enforcement and/or Building Inspector, a separate contract may be executed by both parties. Snow removal, emergency tree removal, and/or house board up may also be part of this separate contract.
33. The Village of Uplands Park may have 2-3 civilian members they chose to be part of the City of Velda City's Police Advisory Board, which is in charge of any disciplinary action that may be taken against Velda City police officers once a notarized written complaint is filed, investigated, and referred to the Police Advisory Board. Uplands Park may also have 1 trustee on said board to act as a liaison between both governing Boards. The decision of the Velda City Board of Alderman is final.

IN WITNESS THEREOF, THE CITY OF VELDA CITY AND THE VILLAGE OF UPLANDS PARK have signed their names and affixed their official seal to this Contract this _____ day of _____, 2012.

CITY OF VELDA CITY, Missouri

By: Robert L. Hensley, Mayor

Attest:

City Clerk

SEAL

VILLAGE OF UPLANDS PARK, MISSOURI

By: Chairman-Board of Trustees

Attest:

Village Clerk

SEAL