



BILL NO. 3977

CITY OF BALLWIN

ORDINANCE NO. _____

14811 Manchester Road, Ballwin, MO 63011

INTRODUCED BY

ALDERMEN TERBROCK, FINLEY, ROACH, STALLMANN, FLEMING, LEAHY, KERLAGON, BULLINGTON

AN ORDINANCE AUTHORIZING THE CONTINUED PARTICIPATION OF THE CITY OF BALLWIN, MISSOURI, IN THE MULTI-JURISDICTIONAL DRUG TASK FORCE ORGANIZED BY ST. LOUIS COUNTY.

WHEREAS, under the provisions of Sections 70.210 – 70.320, inclusive, RSMo. 2000, as amended, political subdivisions, including the City of Ballwin, are empowered and authorized to contract and cooperate with other political subdivisions for a common service; and

WHEREAS, the County of St. Louis, Missouri, is a political subdivision and desires cooperation, from and by the Ballwin Police Department and the Ballwin Social Services Department, in carrying out the aims of that Multi-Jurisdictional Drug Task Force organized by St. Louis County, Missouri; and

WHEREAS, the City of Ballwin has been participating in the activities of such Multi-Jurisdictional Drug Task Force and has the ability and is willing to continue to participate in such Multi-Jurisdictional Drug Task Force.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: There is hereby approved an agreement with the County of St. Louis, Missouri, for the continued participation by the City of Ballwin, Missouri, in the activities of the St. Louis County Multi-Jurisdictional Drug Task Force for a period of one year beginning on January 15, 2018 and ending on January 15, 2019, subject to the provisions of paragraph # 6 of the attached contract.

Section 2: The cost of participation shall be borne by each jurisdiction.

Section 3: The Mayor and the City Clerk are hereby authorized and directed to execute appropriate documents to affect the purpose of this Ordinance.

Section 4: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this ____ day of _____, 2017.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2017.

TIM POGUE, MAYOR

ATTEST: _____
ERIC HANSON, CITY ADMINISTRATOR



Saint Louis
COUNTY
POLICE

Colonel Jon Belmar
Chief of Police
7900 Forsyth Boulevard
St. Louis, Missouri 63105
Voice/TTY (314) 889-2341

August 29, 2017

Chief Kevin Scott
Ballwin Police Department
900 Park Drive
Ballwin, MO 63011

Dear Chief Scott:

Enclosed is the St. Louis County Police Department Multijurisdictional Drug Task Force Contract for the period beginning January 15, 2018. Rather than terminating after a one-year period, contracts will now remain in effect until cancelled by either party. Hopefully, this will make the renewal process less cumbersome for everyone concerned. If this presents a problem for any agency, please let me know. Please complete and return both copies, along with the following documents by November 17, 2017.

-A copy of the city Ordinance allowing your Detective to serve on this Task Force.

-The appropriate signatures from your City Officials, to include your signature as well as the signature of your City Clerk and Chief Administrative Officer.

-Proof of General Liability Insurance as specified on page two, paragraph 12.

Please complete both of these originals and return them to Jane Bright, in care of the St. Louis County Police Department, Bureau of Drug Enforcement, 7900 Forsyth Blvd., Clayton, Missouri 63105. Once these contracts have been completed by all necessary City and County officials, one of the original contracts will be returned to you for your records.

We look forward to another successful year with the Ballwin Police Department as part of our Task Force. If you have any questions, please call Jane Bright at 615-6126.

Sincerely,

CAPTAIN CHUCK BOSCHERT
Commander
St. Louis County Drug Task Force



"Committed to Our Citizens Through Neighborhood Policing"



ST. LOUIS COUNTY DRUG TASK FORCE



CONTRACT

THIS AGREEMENT is entered into as of the 15th day of January, 2018 by and between ST. LOUIS COUNTY, MISSOURI on behalf of the St. Louis County Department of Police (herein after "County"), and the CITY OF BALLWIN, MISSOURI (herein after "CITY").

WHEREAS, County's Police Department maintains a Multijurisdictional Drug Task Force which, among other things, engages in undercover activities; and

WHEREAS, City wishes to assign one of its detectives to County's Multijurisdictional Drug Task Force upon the terms stated herein; and

WHEREAS, County is authorized to enter into this agreement pursuant to County's Ordinance Number 15,025, 1990; and

WHEREAS, City is authorized to enter into this agreement pursuant to City's Ordinance Number _____.

NOW THEREFORE, in consideration of the premises and promises contained herein, the parties agree as follows:

1. The City agrees to provide County with the services of one (1) detective, mutually agreeable to both parties, (Herein after "Detective"), for a period of one (1) year, to commence January 15, 2018 and to terminate January 15, 2019, and shall continue to remain in effect until terminated by either party as provided under the provisions of paragraph 7 below.
2. In accordance with Missouri statute 650.161, the chief law enforcement officer of the City will serve as a member of the Policy Board for the Multijurisdictional Drug Task Force. Unless determined otherwise by the Policy Board, the Multijurisdictional Drug Task Force will operate under the policies of the St. Louis County Police Department as stated in paragraph 4 below.
3. The Detective will be under the direct supervision and control of the St. Louis County Police Department.
4. The Detective will be subject to the St. Louis County Police Department's rules and regulations, including, but not limited to, random drug testing.
5. The Detective will be deputized under the St. Louis County Deputization Manual.
6. City shall be responsible for Detective's salary, benefits, overtime accrued, worker's compensation benefits and liability, and legal defense and liability resulting from the Detective's actions.
7. Either party to this agreement may cancel this agreement with thirty (30) days' written notice. Notice to County shall be deemed delivered if deposited, postage prepaid, addressed to Chief of Police, St. Louis County Police Department, 7900 Forsyth Boulevard, Clayton, Missouri 63105. Notice to City shall be deemed delivered if deposited, postage prepaid, addressed to the City.

8. City shall be entitled to a portion of assets forfeited federally as a result of Multijurisdictional Drug Task Force operations conducted during the period Detective is assigned to the County's Multijurisdictional Drug Task Force, regardless of the location where such assets were seized. The portion shall be computed as of the time of seizure and not the time of distribution. The portion shall be determined by multiplying the assets forfeited by the following ratio:

(number of detectives assigned to County's Multijurisdictional Drug Task Force by City, that is, 1)

(Total number of Agencies assigned to County's Multijurisdictional Drug Task Force from all sources.)

The County may increase or decrease the number of detectives assigned to the Multijurisdictional Drug Task Force without approval of City. The County may also enter into similar agreements with other municipalities which will affect the number of undercover officers assigned to the Multijurisdictional Drug Task Force from all sources and thereby affect the portion of the forfeited assets to which City will be entitled.

9. City will cooperate with County in preparing the proper documentation for the courts, prosecutors and other law enforcement agencies so that the forfeited assets owed to City are not deposited in a general revenue account of County, but are paid directly to City instead. City will maintain compliance with federal laws as a requirement to share in federally forfeited assets.

10. County will provide the necessary specialized equipment for undercover activities, including radio equipment, vehicles and other specialized surveillance equipment.

11. As funding allows, County will provide training in the area of undercover operations and narcotics investigations.

12. All necessary evidentiary and expense funds will be provided by St. Louis County.

13. Upon the request of the City, the Commander of the County's Multijurisdictional Drug Task Force will submit a performance evaluation to City regarding the performance of the participating City detective once every twelve (12) months.

14. The City shall provide proof of Commercial General Liability Insurance in compliance with the sovereign immunity limits for Missouri public entities, which are calculated by the Missouri Department of Insurance and published annually in the Missouri Register within three days of request by St. Louis County. This coverage shall also apply to Civil Rights Claims that may arise. St. Louis County shall remain self-insured regarding claims. The City shall maintain during duration of this agreement Workers' Compensation Insurance. If the City should become self-insured prior to the termination of this Agreement, the City shall provide the County a letter of self-insurance with the unencumbered balances that meets the statutory cap on a per occurrence basis in lieu of a Certificate Letter of Self-Insurance.

IN WITNESS WHEREOF, officials of the parties have affixed their signatures and official seals below.

ST. LOUIS COUNTY, MISSOURI

By _____
County Executive

Attest:

Administrative Director

ST. LOUIS COUNTY BOARD OF POLICE
COMMISSIONERS

By _____
Chairman

Approved:

Chief of Police

Approved as a Legal Form:

County Counselor

Approved:

Accounting Officer

THE CITY OF BALLWIN, MISSOURI

By _____
Chief Administrative Officer

By _____
Risk and Insurance Manager

Attest:

City Clerk

Approved:

Chief of Police