



CITY OF BALLWIN

14811 Manchester Road, Ballwin, MO 63011

BILL NO. 3839

ORDINANCE NO. _____

INTRODUCED BY

ALDERMEN TERBROCK, FINLEY, HARDER, DOGAN, FLEMING, LEAHY, KERLAGON, BOLAND

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 October 1, 2014 and ending on September 30, 2015, 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 _____, 2014 _____
TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2014. _____
TIM POGUE, MAYOR

ATTEST: _____
ROBERT KUNTZ, CITY ADMINISTRATOR



BALLWIN POLICE DEPARTMENT

MEMORANDUM

Date: June 9, 2014

To: Bob Kuntz, City Administrator

From: Chief Steven Schicker

Subject: Multi-Jurisdictional Drug Task Force Contract

Sir,

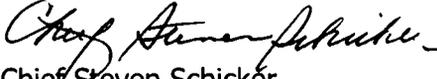
I have reviewed the St. Louis County Police Multi-Jurisdictional Drug Task Force contract and it appears to be in order. The current contract expires September 30th. The contract does require an ordinance be passed by the City of Ballwin to permit us to enter into the agreement with St. Louis County. You will find the original agreement attached to this memorandum for your review. I have attached a copy of the 2013 legislation (Bill #3801) for your reference and convenience.

It is my recommendation that the City renew the contract with St. Louis County and that we continue to assign one officer to the unit. The City of Ballwin has benefited from the relationship we have established with the Multi-Jurisdictional Drug Task Force. I strongly believe a regional approach to the drug problem is by far the most practical and effective manner to attack the drugs in our community and the surrounding areas.

Two copies of the contract have been provided and will need to be signed before returning them to the St. Louis County Police Department. Copies of the City's Proof of General Liability Insurance and the current legislation are also required along with both signed copies. Please return all signed contracts, approved legislation, and the Proof of General Liability Insurance to me.

If you have any questions regarding the contract, please do not hesitate to contact me.

Respectfully,


Chief Steven Schicker

Attachments



**ST. LOUIS COUNTY
MULTI-
JURISDICTIONAL
CONTRACT**



THIS AGREEMENT is entered into as of the 1ST day of October, 2014 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, beginning October 1, 2014 and ending on September 30, 2015, subject to the provisions of paragraph 6 below.
2. The Detective will be under the direct supervision and control of the St. Louis County Police Department.
3. The Detective will be subject to the St. Louis County Police Department's rules and regulations, including, but not limited to, random drug testing.
4. The Detective will be deputized under the St. Louis County Deputization Manual.
5. City remains responsible for Detective's salary, benefits, overtime accrued, and worker's compensation benefits.
6. 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.

7. 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.

8. 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.

9. St. Louis County will provide the necessary specialized equipment for undercover activities, including radio equipment, and other specialized surveillance equipment.

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

11. 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.

12. 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. *For those self-insured agencies: A letter of self-insurance with unencumbered balances that meets the statutory cap on a per occurrence basis will be accepted in lieu of Certificate of Insurance.*

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

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