

1st Reading:  
2nd Reading:

**SPONSOR: CRUTS**

**ORDINANCE NO. \_\_\_\_**

**BILL NO. 21-32**

**AN ORDINANCE AUTHORIZING A THIRD AMENDMENT TO THE POLICE SERVICE AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI TO PROVIDE POLICE PROTECTION SERVICES FOR THE CITY OF FENTON BY AND THROUGH THE ST. LOUIS COUNTY POLICE DEPARTMENT TO ADD ONE (1) ADDITIONAL OFFICER FOR SECURITY AND PROTECTION SERVICES FOR COURT PROCEEDINGS WHEN REQUIRED BY COVID-19 SAFETY PROTOCOLS.**

**WHEREAS**, the provisions of Sections 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**, St. Louis County and the City of Fenton entered into an agreement on the 5<sup>th</sup> day of February, 2016 via Ordinance 3562, with an expiration date of December 31, 2020 (the “Police Service Agreement”), wherein contingencies for ancillary amendment provisions are outlined in paragraph 8; and

**WHEREAS**, the City entered into a First Amendment to the Police Service Agreement on January 1, 2017 via Ordinance 3647 to add an additional officer and extend the option terms to terminate December 31, 2021; and

**WHEREAS**, the City entered into a Second Amendment to the Police Service Agreement on August 24, 2017 via Ordinance 3729 to add two (2) additional patrol vehicles; and

**WHEREAS**, the Board of Aldermen has determined that due to COVID-19 and the required operations plan by the St. Louis County Court to have in-person Court proceedings, it is in the best interest of the City to authorize one (1) additional officer for security and protection services for in-person Court proceedings when required by COVID-19 safety protocols; and

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WHEREAS, St. Louis County Police has provided a Third Amendment to the Police Services Agreement to accomplish the same and the Board of Aldermen now desires to approve such Amendment.

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

**Section 1.** The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City of Fenton a Third Amendment to the Police Service Agreement, approved via Ordinance 3562, with **St. Louis County/St. Louis County Police Department, 7900 Forsyth Boulevard, St. Louis, Missouri 63105** to authorize one (1) additional officer for security and protection services for in-person Court proceedings when required by COVID-19 safety protocols, as determined by the City Administrator, in substantially the form of Exhibit A attached hereto and incorporated herein (“Third Amendment to Police Service Agreement”).

**Section 2.** If any clause, word, paragraph, section, or other part or portion of this ordinance is held to be invalid, illegal, or unconstitutional for any reason, the Board of Aldermen hereby declares it would nevertheless have enacted the remaining portions thereof and such remaining portions shall remain in full force and effect.

**Section 3.** This ordinance shall be in full force and effect after the date of its passage and approval.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
BOB BRASSES, MAYOR

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
BOB BRASSES, MAYOR

ATTEST:

\_\_\_\_\_  
Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Absent:

ORD. NO. \_\_\_\_

## Exhibit A

### THIRD AMENDMENT TO POLICE SERVICE AGREEMENT

This Third Amendment to this Police Service Agreement, entered by and between St. Louis County ("COUNTY") and the City of Fenton ("CITY");

WITNESSETH:

WHEREAS, COUNTY and CITY entered into a Police Service Agreement on the 5<sup>th</sup> day of February, 2016, wherein contingencies for ancillary amendment provisions are outlined in paragraph 8; and COUNTY and CITY entered into a First Amendment to Police Service Agreement on the 1<sup>st</sup> day of January, 2017; and COUNTY and CITY entered into a Second Amendment to Police Service Agreement on the 13<sup>th</sup> day of October, 2017; and

WHEREAS, CITY has requested additional security and protection for CITY-held meetings; and

WHEREAS, the provisions of Section 70.210 to 70.320, 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 CITY desires the continued enforcement of its Ordinances, and 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 Mayor and Board of Alderman, to execute this contract;

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

Paragraph (3) A of the Police Service Agreement is deleted and the following Paragraph (3)A is substituted in lieu thereof as follows:

(3) A **Patrol Service** – To include seven (7) days per week, twenty-four (24) hours per day 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. The CITY will be designated as three complete beats, consisting of no less than three (3) manned vehicles, which will be assigned to regular patrol within these beats and will be marked identifying the CITY.

In addition, the COUNTY shall provide four uniformed police officers on each designated court night for the purpose of providing security at the municipal court of Fenton

The COUNTY shall provide twenty-six (26) commissioned officers from the St. Louis County Police Department consisting of one (1) officer with the rank of Captain who will command the assigned officers, three (3) officers with the rank of Sergeant and the remaining 22 with the rank of Police Officer. In addition, one (1) Office Administrator is assigned to the CITY.

Said officers shall cooperate with the CITY in the performance of their duties but shall be subject to the supervision of the COUNTY recognized chain of command and shall be designated as the *City of Fenton Precinct*.

Except as expressly modified by the terms of this Third Amendment to the Police Service Agreement, and all of the terms, covenants and conditions of the original Police Service Agreement, the First Amendment and Second Amendment shall remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, COUNTY and CITY have signed their names and affixed their official seals to this Third Amendment to the Police Service Agreement on the dates written below. The Agreement is effective as of the date of the last signature below:

CITY OF FENTON

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Attorney

Executed by City:

\_\_\_\_\_  
(Date)

Executed by County:

ST. LOUIS COUNTY, MISSOURI

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
County Executive

Approved:

Attest:

\_\_\_\_\_  
Chief of Police  
St. Louis County Police Department

\_\_\_\_\_  
Administrative Director

Approved as to Legal Form:

ST. LOUIS COUNTY  
BOARD OF POLICE COMMISSIONERS

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Chairman

Approved:

\_\_\_\_\_  
Accounting Officer

Legal Review: \_\_\_\_\_

CE Review: \_\_\_\_\_

Police Service Agreement Explanation of Costs  
CITY OF FENTON  
Contract Year(s) 2021  
Third Amendment to Police Service Agreement (Upon execution to December 31, 2021)

	<u>2021 Cost</u>
I. Police Officer(s) (22)	\$2,615,536.00
II. Supplemental Supervisory Costs	\$147,651.22
III. Support and Indirect Costs	\$36,805.00
IV. Office Administrator	\$81,084.87
V. Court Protection and Security	See *
Total Cost (12 Months)	<u>\$2,881,077.09</u>
Monthly Cost	\$240,089.76

Included in the costs of a police officer are essential service components: supervision, marked patrol vehicle usage, and criminal investigation resources.

\* Court dates will be invoiced at a rate of \$743.52 per date worked. Four officers will be assigned to work each court date.

The St. Louis County Police Department is a Full-Service Police Department that is Internationally-Accredited through CALEA (Commission on Accreditation for Law Enforcement Agencies).

