



TENTATIVE AGENDA
BOARD OF ALDERMEN WORK SESSION
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE
ST. PETERS, MO 63376
MAY 14, 2020 AT 5:00 P.M.

A. Communications from Board Members/Aldermanic Representatives

B. BOA Items for Discussion

No items scheduled for discussion

C. Mayor/City Administrator Item

Unfinished Business Items: None

New Business Items:

1. [Employment Medical Testing](#) – Pratt
2. [Draft Resolution/Parks, Recreation & Arts Advisory Board](#) – Phillips
3. [Waste Connection of MO Amendment/Assignment & Assumption](#) – Batzel
4. [City Hall Public Restroom Renovation Bids](#) - Batzel
5. [Declaration of a State of Emergency/COVID-19 Pandemic](#) – Batzel
6. [Secretary of State/Records Retention Schedule](#) – Baumgartner
7. [Draft Ordinance/St. Charles County Regional SWAT Team Renewal Agreement](#) - Struttmann
8. Miscellaneous Updates – Batzel
 - Golf Course Maintenance Shed Replacement Bids
 - Resolution Protesting Rezoning
9. Board Meeting Agenda Item Revisions – Batzel
10. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

D. Adjournment

AGENDA Posted at City Hall: May 11, 2020

By: P. Smith, City Clerk

Revised & Posted: May 13, 2020 at 3:00 p.m.

By: L. Schroeder, Deputy City Clerk

Removed: New Business Items C.1 and C.2

Added: New Business Item C.7 & Misc. Update Item

Next Work Session: May 28, 2020

RBA FORM (OFFICE USE)

MEETING DATE: May 14, 2020

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Employee Medical Testing

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: Recommendation to enter into an agreement with Mercy Urgent Care for employee medical testing which includes required pre-employment and random testing.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

Budgeted

RBA requested by: Cathy Pratt

CA: Russell W. Batzel





BILL NO.

I-

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT FOR EMPLOYEE AND APPLICANT MEDICAL TESTING.

WHEREAS, the City of St. Peters is desirous of providing the best possible medical testing services for its employees and job applicants; and

WHEREAS, the City, competitively marketed the it's medical testing services for proposals; and

WHEREAS, proposals were evaluated for medical testing for a one year period with the option to renew annually for three additional one-year periods.

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

SECTION NO. 1. That the City Administrator of the City of St. Peters be and he is hereby authorized to execute a contract with Mercy Occupational Health for medical testing services for City employees and job applicants, at the prices shown on Exhibit I on file in the City Clerk's office, effective May 15, 2020.

SECTION NO. 2 That the City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City.

SECTION NO. 3 This Ordinance shall take effect and be in force from and after the date of its final passage and approval.

Read two times, passed and approved this 14th day of May, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Scott Baumgartner, Deputy City Clerk

Exhibit 1

(Exhibit 1 on file in the City Clerk's Office)

RBA FORM (OFFICE USE)

MEETING DATE: 5-14-20

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description:

Resolution re-establishing and recognizing the St. Peters, Parks, Recreation, and Arts Advisory Board.

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation:

The attached resolution establishes bylaws for the Parks, Recreation, and Arts Advisory Board and allows for Special Committees within this same advisory board.

The recommended bylaws are from the standardized template the City established for all Advisory Boards and Committees in 2017.

The provision for creating Special Committees is to allow for multiple focus areas within this Advisory Board. Those areas being Parks, Recreation, Cultural Arts, Golf, Historical, and Sustainability. These Special Committees would provide for more elected official involvement as Ex Officio Members.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

No new impact.

RBA requested by: Viechi L Phillips CA: Russ Bly

DRAFT

RESOLUTION NO.

A RESOLUTION RE-ESTABLISHING AND RECOGNIZING THE ST. PETERS PARKS, RECREATION, AND ARTS ADVISORY BOARD

WHEREAS, the Parks, Recreation, and Arts Advisory Board is a citizen organization comprised of volunteer residents of the City of St. Peters who have no direct affiliation with the Parks, Recreation, and Cultural Arts Departments or City government; and

WHEREAS, the Parks, Recreation, and Arts Advisory Board is a non-partisan, non-political organization which operates as a public interface between City residents and City Officials to advise, suggest, recommend and assist, where possible, in matters related to Parks, Recreation, Cultural Arts, Golf, Historical, and Sustainability; and

WHEREAS, the Board of Aldermen of the City of St. Peters has previously established the Parks and Recreation Advisory Board by Resolution Number 1086, and modified by Resolution Numbers 1194, 1405, 1458, and 1579, of which are hereinafter rescinded; and Section No. 2 of Resolutions 1492 and 1546, which relate to the Parks, Recreation, and Arts Advisory Board, are hereinafter rescinded.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS AS FOLLOWS:

The mission of the Parks, Recreation, and Arts Advisory Board will be to:

- A. Endeavor to provide quality leisure services inclusive and accessible to the community-at-large.
- B. Encourage the continual development of youth-oriented programs and the offering of high quality recreational and arts activities.
- C. Monitor maintenance of City recreational and arts facilities, within limits of budgetary considerations, to a high level of repair and in a condition safe for all users.
- D. Recommend development of and improvements to City parks, recreational, and arts facilities within the limits of budgetary considerations.
- E. Report to and advise the Board of Aldermen.

Section 1. Duties:

Duties of the Parks, Recreation, and Arts Advisory Board shall include, but are not limited to the following:

- 1.1 Function as an interface with the community.
- 1.2 Establish and maintain a good working relationship with governmental entities, residents, and civic organizations in our community which are, or which would like to be, active in parks, recreation, golf, cultural arts, City history, or sustainable activities.

- 1.3 Foster and support the recreation organization and clubs providing leadership and organizational structure for recreation and leisure programs in our community.
- 1.4 Foster, support, and enhance a community recreation climate.
- 1.5 Promote public awareness of Parks, Recreation, Cultural Arts, Golf, City History, & Sustainability by means not limited to City publications, cable access, flyers, news and social media, and speaking to civic groups.
- 1.6 Act as an interface with the community concerning major project initiatives of the Board of Aldermen, and provide reports to the Board of Aldermen concerning parks, recreation, cultural arts, golf, City history, and sustainability related ideas and activities.
- 1.7 Provide appropriate input for the development and/or improvements to City parks, recreational, and arts facilities.

Section 2. Membership:

- 2.1 The Advisory Board shall consist of eleven (11) members. Two (2) from each ward and three (3) members selected at-large from the City. In addition, two (2) youth representative at-large may serve on the Advisory Board.
- 2.2 Members of the Advisory Board shall receive no compensation for their services as Advisory Board members.

Section 3. Term of Membership:

- 3.1 Members are appointed for a two year term established by the Mayor and Board of Aldermen.
- 3.2 Any member may resign from the Advisory Board by giving written notice to the Mayor. The resignation will be effective immediately upon receipt of such notice.
- 3.3 The Mayor may request resignation of an Advisory Board member.

Section 4. Membership Requirements:

- 4.1 The selection of members shall be made without respect to race, color, creed, national origin, age, handicap, sexual orientation, or gender.
- 4.2 Members are appointed by the Mayor with the consent of the Board of Aldermen.
- 4.3 Members shall reside within the corporate city limits of St. Peters unless otherwise stated in a Resolution or Ordinance.

Section 5. Attendance:

- 5.1 An Advisory Board member shall lose membership on the Board if s(he) misses three (3) consecutive regular meetings or 50% of all regular meetings in a twelve (12) month period, unless there is an excused absence.

Section 6. Meetings:

- 6.1 Regular meetings of the Advisory Board will be held on the third Tuesday of every other month beginning in January. Meeting dates may be changed by consensus of the Board. All regular meetings shall be open to the public.
- 6.2 The Chairperson may call special meetings of the Advisory Board with a 24-hour minimum notice.

Section 7. Special Committees:

- 7.1 The Parks, Recreation, and Arts Advisory Board Chairperson may form special committees to focus on areas including but not limited to: parks, recreation, cultural arts, golf, City history, or sustainability.
- a. Such special committees will report their findings and recommendations to the Parks, Recreation, and Arts Advisory Board, which shall make any final written report and recommendation to the Board of Aldermen.
 - b. Each committee may be dissolved when work on the assigned project or focus area is determined to be complete by the Parks, Recreation, and Arts Advisory Board.

Section 8. Rules:

- 8.1 Robert's Rules of Order shall govern all Advisory Board regular meetings, except as otherwise provided by this Resolution.

Section 9. Quorum:

- 9.1 The attendance of three (3) members of the Advisory Board shall constitute a quorum for purposes of conducting the business of the Advisory Board.

Section 10. Voting:

- 10.1 Each active member of the Advisory Board shall be entitled to vote on any issue presented to the Advisory Board. Youth members cannot vote but are encouraged to offer their opinion and/or support of a vote.

Section 11. Minutes:

- 11.1 The Chairperson will designate a person to record and distribute the minutes to all Advisory Board members. This is typically the Secretary. Minutes should be distributed via email at least one week and 1 day prior to the next board meeting, for approval at that meeting.

Section 12. Officers:

- 12.1 The Parks, Recreation, and Arts Advisory Board shall elect its own officers in accordance with the following guidelines:
- a. Officers shall be elected by a majority vote of the voting members at a meeting of the board at which a quorum is present.
 - b. The election of officers shall take place in March of each year.

12.2 Chairperson

The Advisory Board shall consist of one Chairperson. The Chairperson shall be elected by the members of the Advisory Board for a term of one year and the Chairperson cannot succeed himself or herself more than one (1) time. The Chairperson's duties shall be those usually pertaining to the office set forth in Robert's Rules of Order and such other duties as may be prescribed. The Chairperson may form special committees to focus on matters identified as relevant to the Advisory Board. The Chairperson shall orientate newly appointed members;

and present reports quarterly to the Aldermanic Representative and at Board of Aldermen Work Session meetings.

12.3 Vice-Chairperson

The Advisory Board shall consist of one Vice-Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in his/her absence. The Vice-Chairperson's duties shall be to direct all meetings in the absence of the Chairperson to ensure the development and maintenance of a strong and active Advisory Board. Succession to Chairperson is not automatic.

12.4 Secretary

The Advisory Board shall consist of one Secretary who will keep records of attendance of members at the meetings and take the minutes of the meeting.

Section 13. Ex Officio Members:

13.1 Ex-officio members shall consist of at least one staff liaison and Aldermanic representative(s), and are non-voting members. The staff liaison will assist the Chairperson in coordinating the meetings and developing the agenda. The Board of Aldermen may appoint one or more of their own members to the Advisory Board and each Special Committee to serve for a term of one year, until their respective successor is duly appointed, or until such time as the person no longer holds the office of Alderman in the City, whichever shall occur first.

Section 14. Expenditures:

14.1 The expenditures of the Advisory Board, exclusive of grants and gifts, shall be a city budgeted amount of \$1,000 per year and approved by the City Administrator and within the amounts appropriated for specific purpose of the Advisory Board by the Board of Aldermen.

This Resolution shall take effect upon its adoption by the Board of Aldermen of the City of St. Peters.

Read and adopted this ___ day of _____, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

RBA FORM (OFFICE USE)

MEETING DATE: May 14, 2020

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Municipal Solid Waste Transfer and Disposal Assignment and Assumption Agreement

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: Recommendation to enter into an agreement with Meridian Waste Missouri, LLC and Waste Connections of Missouri, Inc. to assign the City's Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 from Meridian Waste to Waste Connections for the remainder of the agreement term.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

Budgeted

RBA requested by: Russ Batzel

CA: Russell W. Batzel





ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE: (1) A CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG FWCD, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, AND THE CITY OF ST. PETERS, MISSOURI; AND (2) A CERTAIN AMENDMENT TO MUNICIPAL SOLID WASTE TRANSFER AND DISPOSAL AGREEMENT BY AND AMONG WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, THE CITY OF ST. PETERS, MISSOURI, AND CHAMP LANDFILL COMPANY, LLC, A MISSOURI LIMITED LIABILITY COMPANY

WHEREAS, the City and FWCD, LLC (“FWCD”) entered into a certain Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 (the “Agreement”); and

WHEREAS, Meridian Waste Missouri, LLC, a Missouri limited liability company is the sole member of FWCD and FWCD presently owns all of the Contractor’s right, title and interest in and to the Agreement; and

WHEREAS, FWCD desires to assign to Waste Connections of Missouri, Inc., a Missouri corporation (“Waste Connections”), and Waste Connections desires to assume from FWCD all of FWCD’s rights, title, interests and obligations in, to and under the Agreement, which assignment and assumption the City is willing to consent to pursuant to Section 15 of the Agreement; and

WHEREAS, contemporaneous with the execution of the Assignment, the City and Waste Connections are desirous of entering into a certain Amendment to the Municipal Solid Waste Disposal and Transfer Agreement.

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

SECTION NO. 1. Assignment of and Amendment to Municipal Solid Waste Disposal and Transfer Agreement.

A. That the form, terms and provisions of the Assignment and Assumption Agreement (the “Assignment”) attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Assignment in substantially the form attached hereto.

B. That the form, terms and provisions of the Amendment to Municipal Solid Waste Transfer and Disposal Agreement (the “Amendment”) attached hereto, marked as Exhibit “B”, and incorporated by reference herein, be and they hereby are, in all respects approved, and that

the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Amendment in substantially the form attached hereto.

C. That the City Administrator is hereby further authorized and directed for and on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the Assignment and the Amendment, and to perform all of the terms, provisions and conditions of the Assignment and the Amendment. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance or in the Assignment or the Amendment shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION NO. 2. Savings.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 3. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION NO. 4. Effective Date.

This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this ____ day of _____, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A

[On file in Office of the City Clerk]

EXHIBIT B

[On file in Office of the City Clerk]

RBA FORM (OFFICE USE)

MEETING DATE: May 14, 2020

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: Request to solicit bids for the procurement of design build services for a project to expand and remodel the public restrooms on the west side of City Hall.

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: Since summer camps have been cancelled and use of the activity rooms will be limited for the next several months, there is a unique scheduling opportunity to reconstruct the public restrooms at the west end of City Hall. Because time is of the essence to complete this work, I request permission to suspend the normal bid advertising process and solicit design build quotes from at least three qualified contractors

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)
The current City Hall capital replacement budget included an estimated value of \$150,000 for this project.

RBA requested by: Russ Batzel

CA: Russell W. Batzel





BILL NO. 20-____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AUTHORIZING THE DECLARATION OF A STATE OF EMERGENCY BY THE MAYOR DUE TO THE COVID-19 PANDEMIC; AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO TAKE CERTAIN ACTIONS RESULTING THEREFROM

WHEREAS, COVID-19 is an infectious disease that can result in mild or severe symptoms, is highly contagious, and is spread through close contact between persons and respiratory transmission; and

WHEREAS, the World Health Organization officially declared a pandemic due to COVID-19 on March 11, 2020; and

WHEREAS, on March 13, 2020, Governor Michael L. Parson declared a State of Emergency in Missouri to assist with the State's response to COVID-19; and

WHEREAS, on March 13, 2020, the St. Charles County Executive declared that a State of Emergency exists in St. Charles County, Missouri, with respect to COVID-19; and

WHEREAS, on April 29, 2020, the St. Charles County Executive extended the declaration of the State of Emergency in St. Charles County until such declaration is amended, modified, or rescinded by further Order of the County Executive; and

WHEREAS, pursuant to Section 79.380, RSMo., the Board of Aldermen of the City of St. Peters “may make regulations and pass ordinances for the prevention of the introduction of contagious diseases in the city, and for the abatement of the same, and may make quarantine laws and enforce the same within five miles of the city...;” and

WHEREAS, pursuant to Section 44.090, RSMo., “[a]t the time of significant emergency ... the highest ranking official of any political subdivision ... may render aid to or request aid from any jurisdiction, agency, or organization even without written agreement, as long as he or she is in accordance with the policies and procedures set forth by the governing boards of those jurisdictions, agencies, or organizations;” and

WHEREAS, the Board of Aldermen deems it to be in the benefit of the health, safety and general welfare of the residents of the City to declare a State of Emergency within the City; and

WHEREAS, the declaration of a State of Emergency within the City will enable the Mayor and City Administrator to render and request necessary aid for dealing with COVID-19;

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

SECTION NO. 1. Emergency Declaration. That the form, terms and provisions of the Emergency Declaration (the “Declaration”) attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the Mayor is hereby authorized, empowered and directed to execute the Declaration, in substantially the form attached hereto. The Mayor and City Administrator are hereby further authorized and directed for and on behalf of and in the name of the City to do any and all other acts and things necessary to comply with the Declaration, and implement the procedures of Chapter 44, RSMo., Chapter 220 of the St. Peters City Code, and all other applicable laws and ordinances relating to the State of Emergency. Any and all acts which the Mayor and City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION NO. 2. Savings.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 3. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION NO. 4. Effective Date.

This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this ____ day of _____, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A
EMERGENCY DECLARATION

WHEREAS, according to the St. Charles County Department of Public Health and the St. Charles County Regional Emergency Management Agency, there have been confirmed and presumptive positive cases of COVID-19 throughout St. Charles County; and

WHEREAS, COVID-19 can result in mild or severe symptoms, is highly contagious, and is spread through close contact between persons and respiratory transmission; and

WHEREAS, COVID-19 poses a serious health risk, particularly for individuals who are elderly or have compromised immune systems; and

WHEREAS, the first known case of COVID-19 in the State of Missouri was identified on March 7, 2020; and

WHEREAS, Missouri Governor Michael L. Parson has declared a State of Emergency in Missouri to assist with the State's response to this health threat and St. Charles County Executive Steve Ehlmann has declared a State of Emergency in St. Charles County relating to COVID-19; and

WHEREAS, the resources of the State of Missouri and the United States will be needed to assist in a joint incident response; and

WHEREAS, an invocation of the provisions of Chapter 44 of the Revised Statutes of Missouri and Chapter 220 of the St. Peters City Code is required to ensure the protection of the safety and welfare of the residents of the City of St. Peters;

NOW, THEREFORE, I, Len Pagano, Mayor of the City of St. Peters, Missouri, by virtue of the authority vested in me by the Constitution and the Laws of the State of Missouri, and the Ordinances of the City of St. Peters, do hereby declare that a State of Emergency exists in the City of St. Peters, Missouri. This order is effective for the operational period beginning March 1, 2020, and shall continue until the Governor of the State of Missouri issues a proclamation terminating the State of Emergency.

Signed this ____ day of May, 2020.

Len Pagano, Mayor

RBA FORM (OFFICE USE)

MEETING DATE: May 14, 2020

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (N/A)

Brief Description: Secretary of State/Records Retention Schedules

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation:

The destruction of records schedule is set by the Secretary of State, which states the following: the disposition of records should be recorded in a document such as the minutes of the Board of Aldermen or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date on which the destruction was completed.

Please view the attached destruction of records forms to be entered and made a part of the minutes.

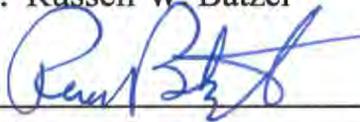
Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Scott Baumgartner



C.A. Russell W. Batzel





City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Page 1 of 1

Department Name: Administration		Total # of Boxes: 1
Department Records Coordinator: Chris Cattoor		
Date: 03/07/19	Office Address: One St. Peters Centre Blvd., St. Peters, MO 63376	Telephone: 636-477-6600

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Chris Cattoor</i>	Date: 3-7-19	Date of Records Destruction: 3/20/19
Group Manager: <i>D Pratt</i>	Date: 3-11-19	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input checked="" type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

Request for Department Destruction

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>B Smith</i>	Date: 3/18/19

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
339T	GS 021	Board of Aldermen Meeting Folders January 10, 2013 through August 22, 2013	2013	1 Year	P
340T	GS 021	Board of Aldermen Meeting Folders September 12, 2013 through December 19, 2013	2013	1 Year	P



City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Department Name: Human Resources		Total # of Boxes: 28
Department Records Coordinator: Cyndi Wade		
Date: 01/03/19	Office Address: 1 St. Peters Centre Blvd., St. Peters, MO 63376	Telephone: 636-477-6600 x-1243

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Cyndi Wade</i>	Date: <i>6/13/19</i>	Date of Records Destruction: <i>See List Attached</i>
Group Manager: <i>Cathy Pratt</i>	Date: <i>6-14-19</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes:		

Request for Department Destruction

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>R. Smith</i>	Date: <i>6/19/19</i>

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
T-1329 <i>B</i> thru T-1333, '15 Box 1,2,3	GS 062	Posting Folders 15-1283 through 15-1347	2015	3 Years	P
T-1400 & File Drawer	GS062	Contract Workers (background information)(Rating Records)	Contracts ended 2015	3 Years after contract ends	P



City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Page 2 of 3

Department Name: Human Resources		Total # of Boxes:
Department Records Coordinator: Cyndi Wade		
Date: 01/03/19	Office Address: 1 St. Peters Centre Blvd., St. Peters MO 63376	Telephone: 636-477-6600 x-1243

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
File Drawer	GS100	HIPAA Privacy Notices	2012	6 Years	P
T-0024-89	GS 033	Federal Tax For, W-2	2013	5 Years	P
T-2013-A through T-2013-E	GS68 & GS28	FY13 Payroll Verification	10/05/12 - 09/20/13	5 Years	P
T-2013-F through T-2013-G	GS68 & GS28	Benefit Bank, Overtime, Direct Deposit/Check Register Net transmittal, Mo Tax, Qtr/Monthly MO Tax, Federal, FICA, Medicare, Tuition Deduction, Rec-Plex withholding, United Way withholdings	10/05/12 - 09/20/13	5 Years	P
T-2013-H	GS68 & GS28	Vacation Edit, ACH, Vehicle Allowance, Outside Employment Timesheets	FY13	5 Years	P
T-2013-I	GS68 & GS28	Resident Youth, GSR 400 Hour, PT 2080 Hour, PT/FT 12-Month Advancement, GSR Life, SR 1500 Hour, Salary Edit Reports	FY13	5 Years	P
File Drawer	GS 043	Random Drug & Alcohol Results (Negative)	Jan-Dec 2017	1 Year	P
File Drawer	GS 031	I-9 Immigration and Naturalization Service Forms (Former Employee forms eligible for shredding by Federal formula & State Retention guidelines)	Through 2017	3Yrs after DOH or 1Yr after term whichever is >	P
T-0028-7	GS068	LAGERS Monthly Employee/Employer Contribution record/check request (Required retention 5 Years - LAGERS uses a 10 year period for wage verification of retired employees)	2008	10 Years	P
T-1109-I (File Drawer)	GS 030	Equal Employment Opportunity (EEO) Records - Affirmative Action Data	2015	3 Years	P

<u>Box No.</u>	<u>Shred Date</u>	<u>By</u>
T-1329 Postings	6/27/19	CAW
T-1330 Postings	6/27/19	CAW
T-1331 Postings	6/27/19	CAW
T-1332 Postings	6/27/19	CAW
T-1333 Postings	6/27/19	CAW
2015 Box 1 of 3 Postings	6/27/19	AE
2015 Box 2 of 3 Postings	6/27/19	AE
2015 Box 3 of 3 Postings	<i>Reduced to 2 w/ remainder of applications</i>	<i>AE</i>
T-1500-53 Applications (File Drawer)	6/25/19	AE
Applications 17-1423 through 17-1428	6/24/19	AE
Applications 17-1429 through 17-1444	7/3/19	AE
Applications 17-1445 through 17-1451	7/3/19	AE
Applications 17-1452 through 17-1459	7/3/19	AE
Applications 17-1460 through 17-1466	7/3/19	AE
Applications 17-1467 through 17-1474	7/3/19	AE
T-0024-9 (2013 W-2)	7/2/19	AG
T-2013-A	6/20/19	AE
T-2013-B	6/20/19	AE
T-2013-C	6/20/19	AE
T-2013-D	6/20/19	AE
T-2013-E	6/24/19	AE
T-2013-F	6/24/19	AE
T-2013-G	6/24/19	AE
T-2013-H	6/25/19	AE
T-2013-I	6/25/19	AE
T-1400 Contract Workers (ending 2015) *		
T-1109-I Affirmative Action Sheets (2015)	6/25/19	AE
T-0023-A (2012) COBRA	n/a	n/a
HIPAA (2012)	7/2/19	AE
T-0028-7 LAGERS (2008)	7/5/19	AE
Random (Jan-Dec 2017) (Negative)	6/25/19	AE
I-9 Forms (Thru 2017)	6/25/19	AE

Applications 17-1475-1491 7/3/19

✶

RBA FORM (OFFICE USE)

MEETING DATE: 05/14/20

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other (X)

**Request for Board Action
By Staff**

Ward 1 () 2 () 3 () 4 () All Wards (X)

Brief Description: St. Charles County Regional SWAT Team
Renewal Agreement

Staff: Recommended (X) Not recommended () No Position ()

Summary/Explanation: This Request for Board Action is for authorization and renewal of an agreement between the City of St. Peters and St. Charles County Regional SWAT team. This agreement is by and among political subdivisions including the City of St. Peters and St. Charles County, Missouri.

Budget Impact: (revenue generated, estimated cost, CIP item, budgeted, non-budgeted etc.)

None

RBA requested by: Rick Struttmann

CA: Russell W. Batzel

R. Struttmann

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CHIEF OF POLICE OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT FOR THE ORGANIZATION AND OPERATION OF THE ST. CHARLES COUNTY REGIONAL SWAT TEAM, AND REPEALING ORDINANCE NO. 5960 OF THE CITY OF ST. PETERS IN CONNECTION THEREWITH

WHEREAS, St. Charles County, Missouri (the “County”) has heretofore provided through the St. Charles County Police Department, in cooperation with the police departments of certain cities, towns and villages within the County (the “Municipalities”), the service of a St. Charles County Regional SWAT Team (“SWAT Team”); and

WHEREAS, the police departments of the Municipalities have been invited, and have agreed, to continue participating in the SWAT Team so as to create a unified and cooperative regional tactical response team to serve all of St. Charles County; and

WHEREAS, the governing bodies of the Municipalities together with the County Council have authorized the formation of the SWAT Team in the belief it will provide a systematic approach to saving lives and better ensure and maintain the security and safety of all residents within the County; and

WHEREAS, pursuant to § 70.220, RSMo., as amended, the City is authorized to contract and cooperate with other municipalities or political subdivisions, for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, the City did, by Ordinance No. 5960, approve a certain form of St. Charles County Regional SWAT Team Agreement; and

WHEREAS, various City Attorneys throughout the County have had, in cooperation with their Mayors and Chiefs of Police and the County Counselor, further discussions and have negotiated additional provisions to the form of agreement previously approved; and

WHEREAS, the Board of Aldermen of the City hereby finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to enter into an agreement with the County and the Municipalities for the organization and operation of the St. Charles County Regional SWAT Team.

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

SECTION NO. 1. Ordinance No. 5960 of the City of St. Peters, Missouri, is hereby repealed in its entirety.

SECTION NO. 2. That the form, terms, and provisions of the St. Charles County Regional SWAT Team Agreement attached hereto, marked as Exhibit “A”, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the Mayor and Chief of Police are hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said St. Charles County Regional SWAT Team Agreement in substantially the form attached hereto, their execution thereof to constitute conclusive evidence of approval of the same.

SECTION NO. 3. Effective Date.

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

SECTION NO. 4. Savings.

Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION NO. 5. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE TO FOLLOW.]*

Read two times, passed, and approved this ____ day of _____, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest:

Patricia E. Smith, City Clerk

DRAFT

EXHIBIT A

[ATTACH ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT]

DRAFT

**ST. CHARLES COUNTY
REGIONAL SWAT TEAM AGREEMENT**

THIS ST. CHARLES COUNTY REGIONAL SWAT TEAM AGREEMENT is made and entered into as of the Effective Date, as defined herein, by and among St. Charles County, Missouri ("County"), and the municipalities who are signatories hereto (individually "Municipality" and collectively "Municipalities").

WITNESSETH:

WHEREAS, a St. Charles County Regional SWAT Team ("SWAT Team") was previously formed by the partnership of certain participating municipalities of St. Charles County on behalf of their police departments and St. Charles County on behalf of its Sheriff's Department, with the purpose of creating a unified and cooperative regional tactical response team to serve the entire St. Charles County area, under the terms set forth herein; and

WHEREAS, this Agreement authorizes and renews the existence and operation of the SWAT Team, with the County Chief of Police serving as the County's chief law enforcement officer pursuant to Article IV, Sections 4.250 *et seq.* of the Charter of St. Charles County, Missouri; and

WHEREAS, the primary purpose of the SWAT Team is to provide a systematic approach to saving lives, while recognizing that each specific set of circumstances dictates the level of force necessary to adequately protect the lives of the public and of the officers involved, and resolution of some incidents may require the specific application of a range of force up to and including deadly force; and

WHEREAS, SWAT is an accepted title for a team with specialized training, equipment and expertise; and the SWAT Team is a designated law enforcement team, whose members are recruited, selected, trained, equipped and assigned to resolve critical incidents involving a threat to public safety which may otherwise exceed the capabilities of traditional law enforcement first responders in the St. Charles County area, in order to better ensure and maintain the security and safety of citizens within the County and the region; and

WHEREAS, the SWAT Team is dedicated to serving and protecting citizens within the entire County, and is empowered to do so only pursuant to the authority of the County Chief of Police; and

WHEREAS, Sections 70.220 through 70.325 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract and cooperate with each other for the operation of a common service; and

WHEREAS, the Mayor and Police Chief of each of the undersigned Municipalities and the County Executive and Chief of Police of the County have each been authorized through order or ordinance of their respective governing bodies to enter into this Agreement for the continuation of the common service of a SWAT Team, under the supervision and control of the County Chief of

Police, under the terms more specifically set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Article I – Organization and Operation

- A. Organization and Purpose. The SWAT Team shall be under the supervision and control of the St. Charles County Police Department, Bureau of Criminal Investigations. Municipal police departments participating in the SWAT Team agree that their law enforcement officers participating on the SWAT Team shall be deputized as officers of the St. Charles County Police Department for the sole and exclusive purpose of their participation on the SWAT Team, and shall serve in that status only while training or engaging in a SWAT Team operation; and provided further, such SWAT Team members shall abide by the St. Charles County Police Department's SWAT and Use of Force policies as well as its training and call-out procedures. Those policies are incorporated herein by reference and may be amended by the Chief of Police from time to time, and the St. Charles County Police Department shall distribute copies of said policies to all SWAT Team members. Any modifications of said policies shall be provided to the Police Chiefs of the Municipalities ("Police Chiefs") within thirty (30) days of their effective date. The County Chief of Police and Police Chiefs shall together constitute the St. Charles County Regional SWAT Team Board of Directors ("Board"). The Board shall meet at least quarterly to review and discuss equipment, procedures, discipline, awards, operational data, and other details as determined by the Board. The SWAT Team Operations Commander (as defined herein) will attend Board meetings as requested and report on the status of the SWAT Team.

The SWAT Team will respond to high risk law enforcement situations requiring extraordinary control and/or coordinated action by trained, specialized law enforcement personnel, including without limitation situations involving high risk warrants, barricade or hostage situations, "VIP" protection details, civil disturbances, lost or missing persons (requiring an area search), or special details by participating police departments that have the approval of such department.

For purposes of this Agreement, the St. Charles County Police Department is considered to be a participating police department. Any jurisdiction within St. Charles County may request the SWAT Team's assistance from the St. Charles County Police Department. As it is recognized that the SWAT Team is one of several Homeland Security/DASI response Teams in the St. Louis region, assistance may be rendered outside St. Charles County with the County Chief of Police's approval in emergency situations. Non-emergency requests for assistance outside of St. Charles County may also be granted at the discretion of the County Chief of Police, however the County Chief of Police shall consult with the Board Chair, or at least one of the Police Chiefs if the Board Chair is not available or if the County Chief of Police is the Board Chair, before approving such action. Such non-emergency requests may also be reviewed at Board meetings.

- B. Financial Matters. All participating police departments are responsible for their team members' pay and benefits, including off duty call out compensation and worker's compensation coverage. To maintain uniform equipment for all SWAT Team members, each participating police department shall provide their officers assigned to the SWAT Team with the firearms, i.e. handgun, rifle and ammunition as needed for firearms training, that have been identified by the SWAT Team Operations Commander as the SWAT Team weapons system. The County, through the St. Charles County Police Department, shall provide counter sniper rifles as assigned, which shall remain the property of the County, and shall not leave the County's control. The County shall also provide all ammunition for the SWAT Team other than that used in training.

Notwithstanding the terms of any other intergovernmental agreement the parties may enter into regarding a county-wide radio system, the County, through the St. Charles County Police Department, shall provide the radio equipment (portable radio and headset) for members of the SWAT Team as assigned, which equipment shall remain the property of the County and shall not leave the County's control. The County shall be responsible for all necessary licenses and regular maintenance fees for such radio equipment. Lost or damaged radio equipment shall be repaired or replaced at the discretion of the County. If radio equipment is damaged or lost during a SWAT Team operation, then the repair or replacement shall be at the County's cost. For purposes of this Agreement, the duration of a SWAT Team operation is defined as being from the time the SWAT Team is assembled and under the command of a Team Leader, Team Commander or Operations Commander until completion of debriefing and/or other release of SWAT Team members by their commander, which includes training operations. If radio equipment is damaged or lost at times other than during a SWAT Team operation, then it shall be repaired or replaced at the cost of the agency employing the individual to whom such equipment was assigned.

The remainder of the equipment and uniforms are expected to be covered by grants and/or Regional Drug Task Force ("RDTF") forfeiture proceeds, including without limitation shields, protective vests, helmets and uniforms. In the event RDTF funds are insufficient and grant funding is unavailable, then participating police departments may be required to purchase uniform components (either new or replacement items) for their personnel.

Team members may carry their protective vest, helmet and radio with them so that they are immediately ready to respond to a call-out site, and to maintain individual responsibility for keeping radios charged.

- C. Identification and Insignia. SWAT Team members will not wear individual departmental insignia while engaged in a SWAT Team operation, but will wear a SWAT Team patch approved by the Board, which shall signify that the SWAT Team is a joint regional unit, along with a bold POLICE patch on front and back of armored vests. The purpose of a unified patch is to avoid confusion at crisis sites, and to promote team unity among the participating police departments. SWAT Team Medics will have the additional insignia of MEDIC on their vests.

D. Equipment. Participating municipal police departments agree to pool any equipment they bring to the SWAT Team for the use of the Team. Such equipment will be tagged and inventoried by the loaning municipal police department and the St. Charles County Police Department, and each municipal police department shall be provided a copy of the inventory. The decision to accept equipment for use by the SWAT Team shall be a final decision of the County. Any Municipality that withdraws from this Agreement shall return to the St. Charles County Police Department any equipment that was not purchased by such Municipality.

E. Application and Acceptance to SWAT Team Member Status.

1. SWAT Team Membership and Size of Team. The County Chief of Police shall appoint all SWAT Team members and shall have the authority to revoke such membership at any time, with or without cause. The current size of the SWAT Team shall be limited to thirty-six (36) members, exclusive of the Operations Commander, Team Commander or Crisis Negotiators, or Medics or other support personnel who may serve with the SWAT Team pursuant to separate agreements. The size of the SWAT Team may be increased in future years if the County specifically designates appropriations to support a larger team in the budget of the St. Charles County Police Department.
2. Application to be a Member of the Team. Application forms will be provided for participating police departments to submit applications from full-time commissioned law enforcement officers to become a SWAT Team member. If a participating police department approves a SWAT Team application from one of their police officers, such application will then be forwarded to the SWAT Team Operations Commander for processing. An individual municipal police department shall not refer more candidates than the County Chief of Police allots to such department on the SWAT Team, unless replacing a resigning candidate or an unsuccessful candidate from that department.
3. Acceptance to the Team. Candidates will be required to successfully complete (a) the St. Charles County Police Department SWAT Physical agility test (repeated quarterly for all current SWAT Team members), (b) an interview process with the interviewing panel selected by the County Chief of Police and/or the SWAT Team Operations Commander, and (c) the St. Charles County Police Department tactical firearms qualification(s). The SWAT Team Operations Commander shall make the final recommendation to the County Chief of Police as to personnel who are accepted as members of the SWAT Team, who in turn will notify the Police Chief of each successful applicant from a Municipality. Those candidates selected by the County Chief of Police will be authorized to wear the SWAT eagle above their right shirt pocket, in the color as determined by their Police Chief, upon completion of a forty (40) hour basic SWAT school. Personnel participating as SWAT Team members should agree that, unless leaving by reason of promotion within their participating police department, the commitment to the unit is a minimum of

three years due to training, time and equipment cost(s) to the participating police departments.

- F. Incident Scene Command and Control. Participating police departments agree to abide by the St. Charles County Police Department's SWAT Policies and training and call-out procedures as set out above. Upon arrival of the SWAT Team police departments agree to relinquish incident scene control to the SWAT Team, which may include crisis negotiator(s), bomb unit or an additional SWAT Team response. A member of the agency requesting assistance will maintain a position at the operational command post for communications, situation updates, and to stay informed on the course of action to be taken by the SWAT Team. Due to concerns of crossfire and unknown factors, the SWAT Team will retain total control of the inner perimeter, and patrol (non-SWAT) officers will be relieved of inner positions as soon as practical. The local police commander shall be responsible for outer perimeter control, and for designating staging areas for responding emergency agencies and equipment such as Fire and EMS, with such staging areas to be as close as possible but not in the immediate danger zone. The local police commander shall additionally be responsible for support, media communications, and keeping his/her chain of command abreast of the situation as it progresses.

Operational control of the scene will remain with the SWAT Team until completion of the operation at which time the scene will be turned over to the local police commander. Any suspect(s) taken into custody and or charges filed will be the responsibility of the agency requesting assistance.

- G. Medics. Medics may be selected and assigned to the SWAT Team by the County Chief of Police and shall be bound by the same policies and procedures as law enforcement SWAT Team members while operating in the capacity of a SWAT Team Medic.
- H. Crisis Negotiation Team. Recognizing that the presence of a highly trained and properly equipped Crisis Negotiation Team ("CNT") has been shown to substantially reduce the risk of injury or loss of life to citizens, law enforcement and suspects, it is the intent of the parties to this Agreement to provide a well-trained and properly equipped CNT to respond to certain critical incidents to assist the law enforcement agencies in St. Charles County in bringing critical incidents to a successful and safe resolution. The CNT, when requested in coordination with the SWAT Team, shall work in cooperation with the SWAT Team under the command of the SWAT Team Operations Commander. The SWAT Team Operations Commander, or if unavailable then the St. Charles County Police Department Watch Commander then on duty, has the final say regarding the operation with the senior CNT officer on scene being responsible for coordinating their functions, command and keeping the Commander informed of their progress. Should the CNT be requested for an incident that does not require a SWAT Team presence, the CNT shall come under the command of the Incident Commander of the requesting agency.

The CNT when responding to a crisis incident shall be provided with a location for their vehicle to conduct their operation with a department liaison to assist in intelligence gathering. At no time will CNT be requested or allowed to conduct a face to face

conversation with a suspect that would place the CNT member or anyone else in jeopardy. In addition to SWAT Team equipment, each CNT member will be provided with apparel clearly marked "Crisis Negotiator" and will be issued a radio by the St. Charles County Police Department. By signing this Agreement, each participating police department agrees to provide a minimum of one Crisis Negotiator from their department upon completion of the selection process; said Crisis Negotiators will be made available for response to critical incidents upon request, will attend one eight hour training day per quarter, and will participate in a multi-day training event as directed. All attempts will be made to provide training at a local level when possible. Selected CNT members must attend an approved basic crisis negotiation class before they may participate in actual phone negotiations. CNT members are subject to the provisions of this Agreement and must conduct themselves in accordance therewith, and serve as CNT officers at the pleasure of their department.

- I. Report of Regional SWAT Team Action. The SWAT Team will provide a written report of each operation within twenty-four (24) hours to a requesting police department. The SWAT Team will provide training for local commanders on staging and perimeters at the request of the participating police departments. The SWAT Team will maintain a reporting system of all SWAT Team responses. SWAT Team Operations Commander will meet with the County Chief of Police and Chiefs board regarding responses and reporting as requested.
- J. Officer Involved Shooting. If a shooting occurs that involves a SWAT Team member during a SWAT Team operation, a report will be provided within eight (8) hours of stand down of the SWAT Team. St. Charles County Police Department policies concerning a shooting shall be followed as these are the policies adhered to by the SWAT Team. The St. Charles County Police Department shall immediately notify a participating municipal police department of a shooting involving their officer. The venue where the shooting occurred will handle all media requests unless otherwise determined. The St. Charles County Police Department's Bureau of Criminal Investigations, taking the lead, along with the local Criminal Investigative Division of the jurisdiction involved will conduct a joint investigation of any such shooting with the addition of the St. Charles County Police Department's Forensics Unit processing the crime scene. The St. Charles County Police Department will notify the County Counselor's office of an officer involved shooting as soon as possible, or upon withdrawal of the SWAT Team from the scene of the incident.

K. Chain of Command and SWAT Team Organization.

1. The St. Charles County Police Department will provide the Operations (incident) Commander of its Bureau of Criminal Investigations who will oversee the SWAT Team and call-out operations and shall be responsible for all functions of the unit including the CNT. The St. Charles County Police Department will also provide the Team Commander who will oversee the day to day operation and inner perimeter. The St. Charles County Police Department and Municipalities will provide a total of four (4) Team Leaders to provide personnel leadership and team control. The Team Leaders will be recommended by the Operations Commander and Team Commander and approved by the Board.
2. The SWAT Team will operate on the platoon system and the team members will be divided between two (2) platoons. Each team will have two (2) Team Leaders, as set out above. The Team Leaders will be responsible to the Team Commander, who will report to the Operations Commander. The Operations Commander reports to the Board.
3. The platoons will alternate on call-out status from a schedule provided to each participating police department regarding search warrants. A barricade/hostage or missing person incident may require a "full team" call-up, as may a personnel shortage when requested by the SWAT Team Operations Commander or Team Commander. Participating police departments, through their on-duty watch commander, will be notified of the nature of the call-up and where the call-out is located, and shall use all efforts to ensure team members respond as requested regardless of platoon status.

L. On-going SWAT Team Training. Participating police departments agree to have their personnel participate in two (2) eight (8) hour training days per month to include without limitation firearms and tactics. An additional eight (8) hour training day per month will be provided for counter snipers to maintain their specialized skills. All team members will participate in one (1) continuous five (5) day, 40-hour training course in the fall of each year to maintain team proficiency. Any training and cost "out of the county" for SWAT Team personnel must first be approved by the Board. Every attempt shall be made to provide any training needed for personnel within the county first. Personnel who do not make training or do not successfully complete training are subject to dismissal from the SWAT Team, whether that missed training is related to firearms, tactics, physical or legal training.

M. Training and Policies. The St. Charles County Police Department will provide firearms training to SWAT Team members for tactical team purposes. Participating municipal police departments agree to operate under the St. Charles County Police Department policies and procedures during training and operations. Each Municipality will be forwarded a copy of these policies upon request. Each SWAT Team member will still be required to follow their own police department's firearm policies and training procedures when not operating as a SWAT Team member.

- N. Response to Call-Out. All participating police departments agree to provide team members for response for call-out requests per this Agreement should that need arise. Participating police departments will provide equipment as set out in Article I, Section B and transportation for their members for call-out response. The St. Charles County Police Department will provide for a communication and call-out notification system for the SWAT Team members, as one communication system is required for logistical purposes.
- O. Agency. None of the Municipalities, their police departments or their assigned police officers serving as SWAT Team members shall have any authority as an agent to act on behalf of any other Municipality at any time, or of the St. Charles County Police Department when not engaged in a SWAT Team operation. No individual participating in any activities associated with the SWAT Team shall represent to any person or entity that he or she is entitled to act on behalf of, or may bind, any Municipality or the County.

Article II - Liability

- A. Minimum Limits of Insurance. Each Municipality shall maintain a commercial general liability insurance policy for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo., as amended.

The insurance policy shall be maintained in full force and effect at all times during the term of this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

- B. Indemnification.

- 1. In General.

- a. Claims Arising from SWAT Team Actions. The County does hereby release and agree to indemnify, defend and hold harmless the Municipalities and each SWAT Team member employed by any of the Municipalities from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from the activities, conduct and actions of the SWAT Team during a SWAT Team operation, including without limitation property damage or injury to, or death of persons.

- b. Limitations. Notwithstanding any other provision of this Agreement, the County reserves the right to accept or deny indemnification and defense on the same terms as it defends and protects its County employees as set forth in § 105.010 of the Ordinances of St Charles County, Missouri, as may be amended from time to time.
 - c. Hiring Own Counsel; Effect. Any employee or Municipality shall have the right to retain their own counsel to defend against a claim, but in that event the County shall be relieved of any obligation of defense and indemnification imposed by this Agreement.
2. Procedure for Investigation and Defense of Claims. Notwithstanding any other provision of this Agreement, upon notification to any party to this Agreement of a claim by a third party relating to a SWAT Team operation, the notified party shall promptly report said claim to the County Counselor's Office. The County Counselor or designee shall have the primary responsibility to conduct an initial investigation of said claim.

Any person or Municipality seeking the benefit of indemnification and/or defense from the County pursuant to this Agreement shall cooperate with the attorneys conducting any investigation and preparing any defense by assisting the attorneys in all respects including the making of settlements, the securing and giving of evidence, attendance at hearings and trials, helping them to obtain the attendance of witnesses at hearings and trials and to secure other evidence and keeping the attorneys notified of their whereabouts.

- C. Release of claims for workers' compensation liability. Each party to this Agreement accepts workers' compensation liability for injuries to its own employees, and hereby releases each other party to this Agreement from any claims for contribution or otherwise arising from its payment of any workers' compensation claims for members of the SWAT Team.
- D. Use of SWAT Team Members by Their Own Department Outside SWAT Team Command and Control. In no event shall the County be liable for the use of SWAT Team members by their police departments when used outside of the command and control of the commanders of the SWAT Team. Each Municipality hereby agrees that any action it takes using its participating officers outside of the command and control of the commanders of the SWAT Team, or outside of a call- up of the SWAT Team, is purely a liability of the Municipality, and each Municipality agrees that it shall indemnify, protect and hold harmless the County from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, and including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the

Municipality, its agents, servants or employees in acting outside the command and control of the commanders of the SWAT Team.

Article III – Media Relations

- A. Media inquiries to the SWAT Team shall be handled by the St. Charles County Police Department Public Information Officer.
- B. The St. Charles County Police Department shall act as primary media response point for actions initiated by the SWAT Team. However, SWAT Team actions taken pursuant to requests for assistance shall be referred to the requesting agency. Upon the request of the initiating jurisdiction, the St. Charles County Police Department Public Information Officer may assist with any such media inquiries.

Article IV – Renewal and Termination

- A. Term of the Agreement. This Agreement shall remain in full effect for a term of two years from the Effective Date unless terminated in accordance with the terms hereof. If not specifically terminated then this Agreement shall thereafter automatically renew and continue in effect from year to year unless terminated in the manner provided for in Section B of this Article.
- B. Voluntary Termination by Any Party. The County Executive, on behalf of the County, or any Mayor, on behalf of his/her Municipality, may terminate the participation of their department in the SWAT Team at any time by giving thirty (30) days prior written notice to the other parties. Should the County terminate this Agreement, the SWAT Team shall be abolished, and equipment not specifically purchased by a Municipality for its team members shall be returned to the St. Charles County Police Department. Notwithstanding any other provisions of this Article to the contrary, the provisions of Article II to this Agreement shall survive termination of this Agreement as it relates to any activities, conduct or actions of the SWAT Team or its members that may give rise to any demand, claim, suit or judgment for damages to property or injury to or death of persons arising prior to the effective date of such termination.

Article V - Signatures and Filing

- A. Additional Parties. Additional municipalities may join as parties to this Agreement upon approval of the Board, and approval and execution of a counterpart of this Agreement by the Mayor and Police Chief of each new Municipality after obtaining all necessary authorization through order or ordinance of their respective governing bodies to enter into this Agreement.
- B. Communications. Except with respect to the operations of the SWAT Team, any other notice, demand, communication, or request required or permitted hereunder shall be in writing, and delivered in person, or sent certified, return receipt requested, via United States mail, or via facsimile transmission, to the County Executive for the County, and

to the Mayor or other chief executive officer for any Municipality, at their addresses or facsimile transmission numbers of their public office.

Notices shall be effective as follows: (i) in the case of certified mail, return receipt requested, upon the third day after such notice is deposited in the U.S. Mail in the manner specified; (ii) in the case of delivery, upon delivery of such notice at the address specified; and (iii) in the case of facsimile transmission, upon the sender's receipt of the facsimile system's confirmation of successful transmission to the facsimile number specified; provided, however, that any notice sent by facsimile must also be transmitted in one of the other manners provided hereunder. Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the County and the Municipalities.

- C. Entire Agreement and Modifications. This Agreement constitutes the entire undertaking between the parties hereto regarding the SWAT Team, and supersedes any and all prior agreements, arrangements and understandings between the parties with respect to the subject matter hereof. Except for the inclusion of additional parties to this Agreement pursuant to Section A of this Article, no party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- D. Capacity and Authorization. The County and each Municipality by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein. A copy of this Agreement and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective City Clerk for each Municipality, and the Registrar for the County, and shall be exchanged between each Municipality and the County.
- E. Assignment. No portion of this Agreement or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of the other parties hereto or except as otherwise specifically provided for herein.
- F. Third Party Rights. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Municipalities.
- G. Headings. The headings of various Articles, sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

- H. Severability; Effect on Other Agreements. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.
- I. Laws to Govern. This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- J. Waiver. The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce the same. No waiver shall be effective unless in writing, nor shall waiver by any party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- K. Counterparts. This Agreement may be executed in one or more counterparts and by one or more and subsequent Municipalities, the combination of which shall be considered one original document.
- L. Effective Date. This Agreement shall become effective as of the date of its execution by the County and one or more Municipalities and shall be effective as to each Municipality which thereafter executes one or more counterparts of this Agreement as of the date of such execution.

[Remainder of page intentionally left blank. Signature pages to follow.]

1. For St. Charles County, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Steve Ehlmann, County Executive

Notary Public
Seal:

Kurt Frisz, Chief of Police

Notary Public
Seal:

DRAFT

2. For the City of O'Fallon, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Bill Hennessy, Mayor

Notary Public
Seal:

Tim Clothier, Chief of Police

Notary Public
Seal:

DRAFT

3. For the City of Wentzville, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Nick Guccione, Mayor

Notary Public
Seal:

Paul West, Interim Chief of Police

Notary Public
Seal:

DRAFT

4. For the City of St. Peters, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Len Pagano, Mayor

Notary Public
Seal:

Richard Struttman, Chief of Police

Notary Public
Seal:

DRAFT

5. For the City of Lake Saint Louis, Missouri

Subscribed and sworn to before me this ____ day of _____, 2020.

Kathy Schweikert, Mayor

Notary Public
Seal:

Chris DiGiuseppi, Chief of Police

Notary Public
Seal:

DRAFT

6. For the City of St. Charles, Missouri

Subscribed and sworn to before me this ____
day of _____, 2020.

Dan Borgmeyer, Mayor

Notary Public
Seal:

Randy McKinley, Chief of Police

Notary Public
Seal:

DRAFT