



Bill No. 4099

Ordinance No. \_\_\_\_\_

INTRODUCED BY

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

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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY WITH THE CITY OF MANCHESTER RELATING TO THE PROVIDING OF POLICE DISPATCHING SERVICES FOR THE CITY OF MANCHESTER.

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WHEREAS, under the provisions of sections 70.210-70.325, inclusive, RSMo., the City of Ballwin is empowered and authorized to contract and cooperate with other municipalities for a common services; and

WHEREAS, the City of Manchester desires police communication services by the Ballwin Police Department; and

WHEREAS, the City of Ballwin has the ability to provide such communication services.

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

Section 1. The Mayor of the City of Ballwin is hereby authorized and directed to sign, on behalf of the City of Ballwin, an agreement with the City of Manchester, Missouri, providing for police communication services for the City of Manchester by the Ballwin Police Department, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

Section 2. The period for which special police services shall be rendered to and for the City of Manchester shall be from January 1, 2022, through December 31, 2026 subject to annual appropriations by the City of Manchester, and a one hundred-eighty (180) day notification of cancellation, in writing, by either party.

Section 3. The cost of providing police dispatching shall be based upon the activity formula attached and incorporated into Exhibit A. The activity formula categories will be reviewed annually and may be adjusted annually based on the results of an audit performed by the City of Ballwin. A copy of the audit shall be provided to the city of Manchester. Fees shall be adjusted upwardly and/or downwardly base on such audit.

Section 4. The Agreement shall be in the form, language and contain the figures set forth in Exhibit A.

Section 5. This ordinance shall take effect and be in full force from and after its passage and approval.



**Bill No. 4099**

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

\_\_\_\_\_  
***TIM POGUE, MAYOR***

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

\_\_\_\_\_  
***TIM POGUE, MAYOR***

**ATTEST:** \_\_\_\_\_  
***ERIC STERMAN, CITY ADMINISTRATOR***

EXHIBIT A  
POLICE SERVICE AGREEMENT

This agreement made and entered into by and between the City of Manchester, a municipal corporation of the State of Missouri, hereinafter referred to as "Manchester," and the City of Ballwin, a municipal corporation of the State of Missouri, hereinafter referred to as "Ballwin,"

WHEREAS, the provision of RSMo. Secs. 70.210-70.325, inclusive, empower municipalities to contract and cooperate with each other for a common service; and

WHEREAS, Manchester desires police dispatching, and

WHEREAS, Manchester has duly enacted and approved Ordinance #\_\_\_\_\_ a certified copy of which is attached hereto and made a part thereof, authorizing its Mayor to execute this agreement; and

WHEREAS, Ballwin has duly enacted and approved Ordinance #\_\_\_\_\_ a certified copy of which is attached hereto and made part thereof, authorizing its Mayor to execute this agreement and to appoint any and all necessary to insure performance of these services to extend to the City of Manchester.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN MANCHESTER AND BALLWIN AS FOLLOWS:

1. Ballwin shall provide continuous twenty-four (24) hour-per-day, seven (7) day-per-week police dispatching service for Manchester. The dispatching services are intended to include:

A. Answering all calls for service that are transmitted by telephone or radio to the Ballwin Communications Center.

B. A Primary radio frequency using the City of Ballwin Police Channel through the Emergency Management Commission, hereafter referred to as the ECC. An emergency backup transmitter through the ECC. The radio system will provide coverage as outlined by the ECC agreement.

C. Serve as the 911 primary answering point for the City of Manchester. All emergency and non-emergency police related calls are included. Non-police related calls will be referred to the Manchester police station.

D. Computer Aided Dispatch service, including dispatch of all emergency and non-emergency calls for service. Manchester's participation with Ballwin's dispatch services can include the provisions of daily, weekly, and/or monthly management Information reports on all dispatched and self-initiated calls.

E. REJIS and MULES service to include all inquiry and entry related teleprocessing services based on usage either by phone, radio, or In person. This does not include REJIS court

docketing. Ballwin communications personnel will assist In the biennial REJIS and MULES re-certification of Manchester personnel. In addition, should Manchester choose, Ballwin communications personnel will provide training as it relates to ECC user updates.

F. Availability of an emergency radio channel and dispatcher for emergency/unique circumstances. Examples would be pursuit coordination with other agencies, Code 1000, etc.

G. Programs, such as, "In Safe Hands," "RUOK," "911 Educational Programs," and/or any dispatch/911 educational or public speaking presentations are included as services to the City of Manchester. In addition, Manchester citizens or officials, desirous of observing daily operations in the communications room, will be afforded that opportunity in coordination with the Ballwin Police Operational Support Commander.

2. A monthly report of all police activities shall be submitted to the Manchester Chief of Police prior to the 15th day of the following month. Additional reports will be prepared by Ballwin as requested by Manchester on a reasonable and timely basis.

3. Any official complaints from Manchester involving either an individual employee or the type of police dispatch service provided by Ballwin to Manchester, shall be forwarded in writing from the Chief of Police of Manchester to the Ballwin Chief of Police. All such complaints will be recognized and handled in this manner only. Communications shall be made by the Ballwin Chief of Police as to the final disposition of all such complaints within a reasonable time. If a complaint cannot be resolved by the Ballwin Chief of Police, it will be referred to the Ballwin City Administrator; and if not resolved at this level, the two mayors shall attempt to resolve the issue.

4. The parties hereto agree that the communications officers and other personnel providing the aforesaid police services to Manchester are employees of Ballwin alone, and nothing herein contained shall be construed to create an employer-employee relationship with Manchester.

5. In consideration for dispatching, Ballwin shall receive compensation monthly based on the following formula, for the initial twelve (12) month period beginning January 1, 2022:

1. Salaries and fringe benefits of two (2) dispatchers, based on a yearly salary analysis by Job; plus
2. REJIS costs calculated at 40% of the total number of transactions.

6. Manchester shall pay Ballwin for the municipal dispatch services set out herein, in accordance with the formula set forth in paragraph 5, above. The monthly payment for the initial twelve (12) month period, commencing January 1, 2022 shall be \$12,198.66. Subsequent monthly payments shall be based on an extension of this formula.

7. The projected costs of police dispatch services for any succeeding year or part thereof during which the contract is in force shall be submitted to Manchester on or before August 1<sup>st</sup> of each year. The cost of the contract, as finally determined, shall be calculated using actual costs from January 1<sup>st</sup> through July 31<sup>st</sup> of each year and estimated/actual costs, whichever are available, for August through December of each year. Actual costs of a preceding year shall be subject to the

same cost formulas. If the contract is terminated prior to the normal expiration, Manchester will continue to be responsible for that portion of the final cost that was incurred during the period that the contract was in effect.

8. This agreement shall be effective for a term of five years commencing with the 1<sup>st</sup> day of January, 2022 and terminating on the 31<sup>st</sup> day of December, 2026. This contract may be terminated sooner by either party giving not less than one hundred eighty (180) days written notice of termination, during the term of the agreement or as otherwise provided in this agreement. In the event a party to this agreement becomes financially insolvent or otherwise unable to satisfy its obligations, either party may terminate this agreement upon giving thirty (30) days written notice of termination to the other party. Due to the importance of the service being provided, It Is agreed by both parties that this agreement will be automatically renewed for a month-to-month basis until or unless terminated by one of the parties.

9. Manchester agrees to Indemnify and hold harmless Ballwin and its Mayor, members of the Board of Aldermen, City Administrator, Chief of Police and all other employees of the City, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising from any action or non-action on the part of the Ballwin Police Department to perform services in excess of or in addition to the services required by this agreement or arising because Manchester contracted with Ballwin for the furnishing of police dispatch services. This paragraph shall not apply in the instance of any dispute between the parties hereto involving the interpretation or enforcement of the provisions of this agreement, but in the event of any such dispute, the prevailing party shall be entitled to recover its reasonable attorney's fees. This paragraph shall not apply in the instance of claims by third parties.

10. Irrespective of any other provisions herein, Ballwin shall, at all times, be responsible for the performance of all actions by its police employees which are performed in the line of duty. Ballwin shall, at all times, maintain an insurance policy providing adequate police liability coverage. Ballwin shall cause to be furnished to Manchester a copy of its police liability policy, and any lapse in said liability policy shall be cause for immediate termination of this agreement at the option of Manchester.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MANCHESTER

\_\_\_\_\_  
Mike Clement, Mayor

ATTEST:

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Justin Klocke, City Clerk

CITY OF BALLWIN

ATTEST:

\_\_\_\_\_  
Tim Pogue, Mayor

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Eric Sterman, City Administrator