

CITY OF PASADENA HILLS, MISSOURI  
(ORDINANCE)

1<sup>st</sup> Reading 12/16/20  
2<sup>nd</sup> Reading 12/16/20

BILL NO. 976  
ORDINANCE NO. 967

TITLE

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXTEND BY ADDENDUM THE CONTRACTUAL TERMS CURRENTLY APPLICABLE TO THE NORMANDY POLICE DEPARTMENT RENDERING LAW ENFORCEMENT SERVICES TO THE CITY. SAID CONTRACT WILL EXPIRE ON MAY 31, 2021 UNLESS THE PARTIES AGREE OTHERWISE.

ORDINANCE

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PASADENA HILLS, COUNTY OF SAINT LOUIS, STATE OF MISSOURI, AS FOLLOWS:

SECTION ONE:

The City of Pasadena Hills, Missouri ("the City") hereby authorizes and directs the Mayor to extend by addendum the contractual terms currently applicable to the Normandy Police Department rendering law enforcement services to the City in accordance with agreed upon terms and conditions. Said contract will expire on May 31, 2021 unless the parties agree otherwise. It is attached as Exhibit "A" and incorporated hereto as though fully set forth this Ordinance.


SECTION TWO:

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

SECTION THREE:

All acts and parts of Ordinances or Resolutions heretofore adopted by the City in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict with the provisions of this Ordinance.

PASSED by the Board of Alderman and APPROVED by the Mayor of the City of Pasadena Hills, Missouri, on this 16 day of December 2020.

  
\_\_\_\_\_  
Kevin Quinlisk, Mayor

<Seal and Attestation Immediately Follows>



Attest:

*Sam Rogers*  
City Clerk



**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT  
CONTRACTUAL EXTENSION ADDENDUM**

**THIS CONTRACT EXTENSION AGREEMENT ("Extension")** is dated as of December 1, 2019 (**"the Effective Date"**), by and between the City of Normandy, Missouri (**herein after referred to by "Normandy"**) and the City of Pasadena Hills, Missouri (**herein after referred to as "Pasadena Hills"**) and collectively referred to as (**"The Parties"**). Both duly organized municipal corporations in the State of Missouri, pursuant to their respective ordinances, hereto agree as follows:

**WHEREAS** the **Parties** entered into the Mutual Law Enforcement Assistance Agreement, on the 1<sup>st</sup> day of December 2016 through the 30<sup>th</sup> day of November 2019. (**"Original Contract"**).

**WHEREAS** the **Parties** hereby agree to extend the terms of the **Original Contract** in accordance with the terms of the **Original Contract** as well as the terms provided herein.

In consideration of the **Original Contract** attached herein as a part of this extension will expire on the 30<sup>th</sup> day of November 2019.

The **Parties** agree to extend the **Original Contract**, for a period which will begin immediately upon the expiration of the original time period, this 1<sup>st</sup> day of December 2019, and will end on the 31<sup>st</sup> day of May 2021.

This extension binds and benefits both **Parties**, and any successors or assigns. This document, including the **Original Contract**, is the entire agreement between the **Parties**.

All other terms and conditions of the **Original Contract** remain unchanged.

This agreements shall be signed on behalf of Normandy by the Mayor and on behalf of Pasadena Hills by the Mayor.

  
MAYOR

  
MAYOR

## MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of December, 2016 by and between the City of Normandy, Missouri (hereinafter referred to as ("NORMANDY")), and the City of Pasadena Hills, Missouri (hereinafter referred to as ("PASADENA HILLS")), both duly organized Municipal Corporations in the State of Missouri, pursuant to their respective ordinances hereto agree as follows:

### ARTICLE I — POLICE SERVICES OF NORMANDY

- 1.1 Normandy, through the members of its Police Department, agrees to provide to Pasadena Hills police protection and services as more fully described in this Agreement.
- 1.2 Normandy will furnish Pasadena Hills all necessary police protection and services to enforce all Federal and State laws insofar as the same come within the knowledge and notice of the members of Normandy's Police Department. Police protection and services shall include, by way of illustration and not of limitations, the following:
  - a) Normandy will provide twenty-four hour police patrol and protection to Pasadena Hills. The service area of the Normandy Police Department shall be divided into three or more sectors for patrol. Pasadena Hills will be included within one of those sectors. It is agreed that, under normal circumstances, a patrol/police vehicle shall be visible on each and every street in Pasadena Hills at least once every four hours, twenty-four hours per day. Normandy will also provide Pasadena Hills sixty hours of police service per week. Provided, however, that this level of visibility shall not be required when Normandy police units are called to the scene of a fire or as primary or back-up units to assist in response to the occurrence of a major felony, traffic accident or when another police officer is in need of immediate aid.
  - b) In addition to the other police services to be provided under this agreement, Normandy will provide or cause to be provided other police services for investigation and/or prosecution of major felonies as are requested by the Mayor of Pasadena Hills
- 1.3 Normandy will enforce all General Ordinances of Pasadena Hills except as specifically excluded in § 2.3 of this Agreement.
- 1.4 The Normandy Police Department will serve or cause to be served all summons issued by Pasadena Hills and all warrants issued by the Municipal Judge of Pasadena Hills. If requested by the Marshal of Pasadena Hills, the Normandy

Police will assist him/her in the service of any and all summons pertaining to Health, Housing, Licensing, Real Estate, and Zoning.

- 1.5 Normandy will require the attendance of any member of the Police Department at any trial or court proceeding where the attendance of such person is necessary as a witness in any matter pending before the Municipal Court of Pasadena Hills or other courts of St. Louis County.
- 1.6 On duty supervisors of Normandy Police Department will forward to the Marshal of Pasadena Hills a copy of each and every Police Report regarding activities and police calls in Pasadena Hills. A monthly report of all calls, incidents, arrests, and traffic observations will be forwarded to the Marshal of Pasadena Hills upon request. All records pertaining to the police service rendered by the Normandy Police in Pasadena Hills will be available for inspection by the Marshal and the Mayor of Pasadena Hills. A copy of each crime report will be forwarded to the Marshal upon completion of the report by a Normandy Police Officer.
- 1.7 The Chief of Police of Normandy, or his duly authorized representative, shall attend any meeting of the Board of Trustees of Pasadena Hills when requested by the Mayor of Pasadena Hills at least Seventy-Two hours in advance of the meeting.

#### **ARTICLE II — PASADENA HILLS**

- 2.1 Pasadena Hills, through its public officials, agrees to participate in this Agreement as more fully described herein.
- 2.2 Pasadena Hills will retain its own Marshal and establish his or her work hours and days he or she will perform such police services that Pasadena Hills directs him or her to perform.
- 2.3 Through its Marshal, Pasadena Hills will aid Normandy in enforcement of the general ordinances of Pasadena Hills. Further, the Marshal shall have a primary responsibility for enforcement of the General Ordinances of Pasadena Hills pertaining to health, housing, licensing, real estate and zoning; provided however, Normandy will observe for and report to the Marshal of Pasadena Hills any suspected violation of said ordinances and specifically will investigate to determine if any occupancy permit, as required by Pasadena Hills ordinances, has been issued when it appears that moving is in progress at a residence in Pasadena Hills.

- 2.4 Any copies of Police Reports forwarded to the Marshal of Pasadena Hills shall be provided in the capacity that such person is the chief law enforcement officer of the Municipality and shall remain confidential. Any and all additional copies thereof shall be acquired only through the Normandy Police Department or the Attorney for Pasadena Hills.
- 2.5 Pasadena Hills will keep, or cause to be kept, to the extent reasonably possible, all streets and alleys free of snow to provide access for police vehicles solely for the purpose of assisting Normandy in its response time to render police protection and services.
- 2.6 During the entire term of this agreement, Pasadena Hills agrees to provide all police training fund revenue generated through summons issued through Pasadena Hills Municipal Court, to Normandy. Normandy will only use this training fund revenue for police training as prescribed by law.

**ARTICLE III — FEES AND EXPENSES**

3.1 For Police Services enumerated herein, Pasadena Hills agrees to pay to Normandy a monthly fee and reimburse Normandy for such expenses as shall be determined under this Agreement.

3.2

a. During the first year of this agreement the base fee for routine police services shall be \$99,000.00 per-year: payable in equal monthly installments of \$8,250.00. The first such installment shall be due and payable on the 15<sup>th</sup> of the first month of this Agreement with the remaining installments being due and payable on the 15<sup>th</sup> day of each succeeding month for eleven (11) months.

Dec. 2016 -  
Nov. 2017

b. During the second year of this Agreement the base fee for routine police services shall be \$99,000.00 per year payable in equal monthly installments of \$8,250.00. The first such installment shall be due and payable on the 15<sup>th</sup> day of the thirteenth month of this agreement and each succeeding month for eleven (11) months thereafter. Subject to a cost increase of up to 3%.

Dec. 2017 -  
Nov. 2018

c. During the third year of this Agreement the base fee for routine police services shall be \$99,000.00 per year payable in equal monthly installments of \$8,250.00. The first such installment shall be due and payable on the 15<sup>th</sup> day of the twenty-fifth month of this Agreement and each succeeding month for eleven (11) months thereafter. Subject to a cost increase of up to 3%.

Dec. 2018 -  
Nov. 2019

- 3.3 In addition to the monthly base fee, if additional police service is rendered as provided in § 1.2 of this Agreement, Pasadena Hills will reimburse Normandy for the actual expenses incurred by Normandy which are payable to the entity or person other than Normandy. For this purpose, Normandy will provide Pasadena Hills all such statements or invoices that Normandy receives for such services.
- 3.4 Excluding the attendance of the Chief of Police of Normandy, or his duly authorized representative as provided in § 1.7 hereof, Pasadena Hills agrees to pay to Normandy the sum of Forty Five Dollars (\$45.00) for each member of the Normandy Police Department who is required to attend court pursuant to § 1.5 of this Agreement. Said costs to be itemized and billed on a monthly basis.
- 3.5 Pasadena Hills will pay the City of Normandy \$4,000 upon acceptance of this contract in order to furnish an officer with uniforms, equipment, and vehicle set up.

#### **ARTICLE IV — TERMS AND CONDITIONS**

- 4.1 It is expressly understood that any duly appointed officers of the Normandy Police Department who enter Pasadena Hills under the terms of this Agreement shall remain under the authority and jurisdiction of the Chief of Police of Normandy and the Marshal of Pasadena Hills shall have no control or jurisdiction over said officers.
- 4.2 It is expressly understood that all persons arrested by any Normandy Police Officer shall be turned over to the Department of Criminal Justice of St. Louis County and lodged in the St. Louis County Jail or St. Ann City Jail and admitted to bail in such manner as the County or City Jail shall prescribe. Nothing herein shall require any officer to actually take into custody any person accused of any traffic violation where, in the discretion of the officer, a copy of the charges will be sufficient to accomplish the presence of the accused.

- 4.3. The City of Normandy, Missouri, agrees to indemnify and hold harmless Pasadena Hills, Missouri, from any and all liabilities, lawsuits, expenses, costs and attorney's fees incurred on account of the performance or non-performance of police duties by police officers of the City of Normandy, Missouri, within the boundaries of Pasadena Hills, Missouri, including any and all illegal or unlawful acts.
- 4.4 The City of Normandy shall carry all forms of insurance that may be required, including but not limited to, a public liability policy offering minimum limits of \$100,000/\$800,000 for bodily injury and \$50,000 for property damage; and Police Professional Liability Insurance in the amount of \$500,000 per officer per occurrence. Normandy shall cause to have added Pasadena Hills and the Board of Pasadena Hills as additional insured and shall forward certificates of coverage to all named parties insureds prior to the commencement of services under the terms of this Agreement.
- 4.5 The City of Normandy, the Police Chief of the City of Normandy and each officer, before commencing any duties herein provided, shall give bond to Pasadena Hills in the amount of Fifty Thousand Dollars (\$50,000.00) each, the cost of which, if any, shall be paid by the City of Normandy, Missouri, to secure the performance of all duties under the terms of this contract.

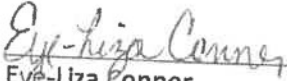
**ARTICLE V — TIME OF PERFORMANCE: TERMINATION**

- 5.1 The services of this Agreement shall commence at 12:01 a.m. on the 1<sup>st</sup> day of December 2016, and shall remain in effect for twelve (12) consecutive months unless sooner terminated as provided herein.
- 5.2 It is expressly understood and agreed that this Agreement can be unilaterally terminated by either party during the first ninety (90) days hereof with thirty (30) days prior written notice. After the initial ninety (90) day period, it is further expressly understood and agreed that this Agreement may be terminated by either party on or after the first day of the thirteenth (13<sup>th</sup>) month of this Agreement upon ninety (90) days advance written notice of such intention delivered to the Mayor of Normandy or the Mayor of Pasadena Hills and any fees or expenses due shall be adjusted between them on a prorated basis.




IN TESTIMONY WHEREOF, the parties have hereunto caused these present to be signed by their respective officers with seal affixed on the day first above written.

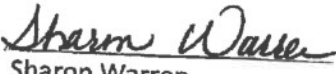
ATTEST:

  
Eye-Liza Conner  
City Clerk

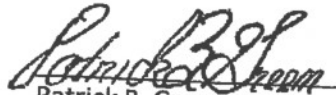
CITY OF PASADENA HILLS, MO

  
Geno Salvati  
Mayor

ATTEST:

  
Sharon Warren  
City Clerk

CITY OF NORMANDY, MO

  
Patrick B. Green  
Mayor