

Bill No. 13890

Ordinance No. 24-122

Sponsors: Michael Galba, Bill Otto, Mark Hollander, Vince Ratchford, Mary West, Denise Mitchell, Justin Foust, Michael Flandermeyer, Bridget Ohmes

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL PARTNERSHIP AGREEMENT – LAW ENFORCEMENT TRAINING CENTER BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE CITY OF O’FALLON, MISSOURI, FOR THE CONSTRUCTION AND OPERATION OF A STATE-OF-THE-ART LAW ENFORCEMENT TRAINING CENTER.

Whereas, the training of police personnel is a fundamental necessity for any local government to provide public safety services to its citizens; and

Whereas, pursuant to Section 70.220, RSMo, the City of St. Charles, Missouri (“City”) is authorized to cooperate with other cities and contract for joint efforts to carry out public responsibilities; and

Whereas, pursuant to Ordinance 23-091, dated July 20, 2023, the City and the City of O’Fallon, Missouri (“O’Fallon”) entered into an Intergovernmental Partnership Agreement for Firing Range Services (the “Firing Range Agreement”) and thereby partnered in the construction, equipping and operation of an outdoor firing range for the training of police officers; and

Whereas, the City and O’Fallon intend to enter into a new cooperative partnership agreement, the Intergovernmental Partnership Agreement – Law Enforcement Training Center (the “Training Center Agreement”) regarding the design, construction, operation, use, management and maintenance of a state-of-the-art law enforcement training center located in O’Fallon (the “Training Center”); and

Whereas, the City and O’Fallon intend, upon the execution of the Training Center Agreement, to simultaneously terminate the Firing Range Agreement and, thereafter, the outdoor firing range envisioned in that agreement shall become an integral and undivided part of the Training Center.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Partnership Agreement – Law Enforcement Training Center (“Agreement”) between the City of St. Charles, Missouri (“City”) and the City of O’Fallon, Missouri, for the construction and operation of a state-of-the-art law enforcement training center in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary and proper in order to carry out the Agreement, is approved.

SECTION 2. The Mayor is authorized to execute the Agreement and perform any and all actions necessary to carry out the intent of this Ordinance, including the execution of additional necessary documents.

SECTION 3. The Director of Administration and other appropriate City officials are hereby authorized to execute such additional documents and take any and all actions necessary to carry out the intent of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Sept. 3, 2024  
Date Passed

Michael Galba  
Michael Galba, Presiding Officer

9-4-24  
Date Approved by Mayor

Daniel J. Borgmeyer  
Daniel J. Borgmeyer, Mayor  
Attest:

Approved as to Form:

Michael P. Cullen  
Michael P. Cullen, City Attorney

08-16-2024  
Date

Amberly Hanson  
City Clerk

### CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and the proper fund to pay the obligation.

Jim O'Leary 8-16-24  
Director of Finance Date

# Notice of Signature Request

Attention: Legal Dept.

Date Sent: 9/5/24

Department: Legal

Return By: ASAP

File Number: ORD 24-122

Company/Organization: City of O'Fallon, Missouri

Topic: See attached

Original Contracts are attached which requires the signature of one or more individuals. Please acquire the necessary signatures, date and return one original marked "City Copy" to the City Clerk's Office. Thank you.



**INTERGOVERNMENTAL PARTNERSHIP AGREEMENT**

**LAW ENFORCEMENT TRAINING CENTER**

**THIS AGREEMENT**, entered into on the effective date set forth below, by and between the City of O'Fallon, Missouri ("O'Fallon"), a constitutional charter city and political subdivision of the State of Missouri located in St. Charles County, Missouri, and the City of St. Charles, Missouri ("St. Charles") a constitutional charter city and political subdivision of the State of Missouri located in St. Charles County, Missouri. O'Fallon and St. Charles are each a "Party" and jointly are "Parties" to this Agreement. The effective date of this Agreement shall be the date of the signature of the last signee ("Effective Date").

**WITNESSETH:**

**WHEREAS**, policing is a critical public safety service, which each of the Parties to this agreement is authorized by state law and each Party's respective Charter and Ordinances to provide within that Party's corporate limits; and

**WHEREAS**, training of police personnel is a fundamental necessity for any agency providing police services; and both Parties to this Agreement invest substantial resources to provide their police officers with the best training, instructors and facilities to enable them to safely and effectively serve the public in their community; and

**WHEREAS**, the Parties jointly intend to design, construct, equip, operate and use a state of the art Law Enforcement Training Center on property now owned by O'Fallon and located in O'Fallon; and

**WHEREAS**, the Law Enforcement Training Center shall generally be comprised of a state of the art firing range, training courses, training structures and facilities to better enable law enforcement officers to safely and effectively serve the public in their respective communities; and

**WHEREAS**, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them;

**NOW, THEREFORE**, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**1. Recitals Adopted by Reference**

1.1 The recitals set forth above are incorporated by reference.

## **2. Cooperative Partnership Agreement Established**

Pursuant to the joint powers authorization of Chapter 70 of the Revised Statutes of Missouri, O'Fallon and St. Charles do hereby enter into a cooperative partnership agreement regarding the design, construction, operation, use, management and maintenance of a law enforcement training center as described herein located in O'Fallon ("the Training Center").

### **3. Training Center**

- 3.1 The Training Center shall be located on approximately 72 acres of property currently owned by O'Fallon and as more specifically described by reference in Exhibit A.
- 3.2 The Training Center shall be constructed in 3 phases and be comprised of the components more specifically described by reference in Exhibit B.
- 3.3 The Parties previously entered into an Intergovernmental Partnership Agreement (the "Firing Range Agreement") regarding the construction and operation of a 200-yard rifle and pistol firing range (the "Firing Range") now under construction on land which will be incorporated into the Training Center. As part of the Fire Range Agreement, each party paid \$2,250,000.00 for the design, construction and use of the Firing Range.
  - 3.3.1 It is the intent of the Parties, simultaneously upon the execution of this Agreement, to terminate the Firing Range Agreement and thereafter the Firing Range shall become an integral and undivided part of the Training Center along with the training courses, training structures and other ancillary facilities that will comprise the Training Center.
  - 3.3.2 It is further the intent of the Parties, simultaneously upon the execution of this Agreement and the termination of the Firing Range Agreement, to have the \$2,250,000.00 previously paid by each Party pursuant to the Firing Range Agreement, credited toward costs each Party shall be obligated to pay pursuant to this Agreement.
- 3.4 The total cost to design, construct and equip the Training Center is estimated to be a total of \$28,500,000.00.
- 3.5 In addition to the \$2,250,000.00 each Party already contributed as described above, the Parties shall each additionally pay an amount of money not to exceed \$12,000,000.00 toward the cost to design, construct and equip the Training Center.
- 3.6 Payment of contribution shall be as follows:
  - 3.6.1 Upon agreement of the terms of any such debt instrument(s) between the



Parties, O'Fallon will issue a debt instrument or instruments in the principal amount not to exceed \$24 Million and will use the proceeds of that financing to (a) reimburse O'Fallon for Training Center Expenses, in excess of the \$4,500,000.00 joint contribution equally paid by the Parties, prior to receipt of the debt instrument proceeds as hereinafter provided, and (b) pay for design, construction and equipping of the Training Center.

Unless otherwise mutually agreed to by the Parties, notwithstanding anything else contained herein, no debt instrument will be issued by O'Fallon prior to July 1, 2025, in order to allow the Parties an opportunity to exhaust their reasonable efforts to obtain governmental grants as an alternative source of funding all or part of the cost of design and / or the construction of the Training Center.

3.6.1.1 O'Fallon will give St. Charles thirty (30) days written notice of the expenses it intends to reimburse from debt instrument proceeds, together with access to supporting documentation relating thereto. If St. Charles approves of all or a portion of the reimbursement, or if St. Charles fails to object to any portion of the reimbursement within thirty (30) days of the date of O'Fallon's notice, O'Fallon will proceed to make reimbursement for all expenses as to which no objection has been made.

3.6.1.2 If St. Charles objects to all or any portion of the reimbursement proposed by O'Fallon, the matter will be resolved in accord with the non-binding mediation process and subsequent resolution steps provided in the Dispute Resolution provisions of this Agreement, below.

3.6.2 O'Fallon will be responsible for repayment of the debt financing in accord with the terms of the debt instrument(s).

3.6.3 Revenues from operation of the Training Center not needed for current operation and maintenance of the facility as determined annually by the Training Center Board, shall be held in a reserve fund in the name of and controlled by the Training Center Board. The Training Center Board shall endeavor to maintain a reserve fund at least equal to one year of Training Center operating expenses ("Minimum Reserve Amount"); but in no event shall the reserve fund be budgeted to exceed an amount in excess of two years of Training Center operating expenses ("Maximum Reserve Amount"). At any time the reserve fund exceeds the Maximum Reserve Amount at the end of the Training Center's fiscal year, additional revenues from operations and amounts in the reserve fund in excess of the Maximum Reserve Amount will be used to reduce the remaining principal of

the debt issued by O'Fallon. After the debt issued by O'Fallon has been retired, any revenue or reserve funds in excess of the Maximum Reserve Amount at the end of the Training Center's fiscal year will be equally distributed to the parties.

- 3.6.4 St. Charles will make payment to O'Fallon in that amount which is fifty percent (50%) of the current annual payment on the debt financing paid by O'Fallon, less any Training Center Revenues applied to debt repayment pursuant to Section 3.6.3.
- 3.6.5 Timing for debt payments by O'Fallon, annual Training Center revenue debt payment reimbursement (if any), and debt payment reimbursement to O'Fallon by St. Charles shall be determined by O'Fallon based on the schedule for debt repayment as provided in the debt instrument(s) provided O'Fallon provides St. Charles a minimum of 90 days prior written notice from the date O'Fallon provides all reasonable supporting documentation and the amount of St. Charles' obligation of debt payment reimbursement.
- 3.7 Any outside third-party source of funding of the Training Center shall be applied equally to the benefit of both Parties and equally reduce the amounts of debt payment and debt payment reimbursement to be paid by the Parties pursuant to Section 3.6. For avoidance of doubt, if a governmental or charitable grant is received by either O'Fallon or St. Charles for any purpose related to the Training Center, the amount of the grant shall be applied to the Training Center for the equal benefit of both Parties. Additionally, any charitable or governmental grant shall equally reduce the amount of consideration to be paid by each Party toward the Training Center in the amount of the third-party funding.

#### **4. Additional Joint Obligations of the Parties**

- 4.1. The Training Center Board will lease, operate and properly maintain in good condition the Training Center including all equipment, features and facilities associated with the Training Center.
- 4.2. Within 5 days from the Effective Date, the Parties will each designate full time employees to serve on the Training Center Board, as more specifically set forth in Section 7 of this Agreement.
- 4.3. Parties hereby agree to share equally in the cost of the design, construction, equipping, operation, maintenance, management and improvement of the Training Center.
- 4.4. Except for the payments referenced in Section 3, any additional costs to be paid by the Parties for the operation, maintenance and improvement of the Training Center shall be paid equally by the Parties upon the recommendation of the Training Center Board ("Board") and the approval of the Parties respective City Administrators and / or City Managers.



- 4.5. Parties will share equally in the cost of administrative services needed for the Training Center in amount to be agreed upon by the Board. Upon the effective date of this Intergovernmental Partnership Agreement, St. Charles will be responsible to provide clerical, accounting and other administrative support services to the Training Center Board until such time as the Parties may agree otherwise.
- 4.6. The Training Center Board shall determine the scheduling and coordination of use by the Parties and the scheduling, invoicing and payment, and coordination of use of any Training Center facilities by any outside agencies.
- 4.7. At such time as the Training Center Board determines, it will designate and provide a qualified individual to serve as Training Center Administrator. The Training Center Administrator will work with the Training Center Board for scheduling, budgeting, establishing third party user fees and new projects. This individual may be an employee of either party or may be a new employee hired expressly to administer the Training Center. The Training Center Administrator shall be an employee of the Training Center's Intergovernmental Agency, with no recourse as to employment status with either Party.

## **5. Real Estate and Permitting**

- 5.1. O'Fallon will make the real property comprising of approximately **80** acres and more specifically described by reference in Exhibit A ("Training Center Site") available for the Training Center within thirty (30) days after the Effective Date of this Agreement.
- 5.2. Subject to compliance with the terms of this Section 5, O'Fallon will convey by quit claim deed title of the approximately **72** acres from O'Fallon to O'Fallon and St. Charles by tenancy in common.
- 5.3. At closing of the conveyance of the Training Center Site pursuant to §5.2, above, St. Charles will pay O'Fallon the amount of Nine Hundred and Twelve Thousand Three Hundred and Thirty-three Dollars (\$912,330.00) which represents one half (1/2) of the value of the approximately 72 acres of the Training Center Site owned by O'Fallon.
- 5.4. Within thirty (30) days of O'Fallon conveying title to O'Fallon and St. Charles by tenancy in common the Parties shall enter into the attached lease agreement with the Training Center Board which is incorporated by reference as Exhibit C (Training Center Lease Agreement).

## **6 RESERVED**

## **7 Training Center Board**

- 7.1 The Board shall consist of 8 members. O'Fallon and St. Charles shall at all times have equal



representation on the Board with each appointing 4 members. Board members shall be required to be full time employees of their respective cities. Each City can remove and replace any of its appointees to the Board at will for convenience at any time. If a Party removes a Board member, it shall name a replacement Board member within 5 business days from the date of the removal. Once that Board member is replaced by a Party, it shall the sooner of 24 hours prior to the next Board meeting or 5 business days, provide written notice the other of the replacement Board member's name and full-time position with that Party.

- 7.2 The purpose of the Board shall be the overseeing of the design, construction, equipping, operation and use of the Training Center.
- 7.3 The Board shall adopt bylaws to governing its internal affairs, subject to prior approval of any bylaws or amendments thereto by the City Administrator of O'Fallon and the Director of Administration of St. Charles. The Board shall conduct regular meetings no less frequently than on a quarterly basis. Except as provided herein, no meeting shall be held without 7 days' prior written notice to all Board members with the notice providing a printed agenda for the meeting. The Board shall be required to keep written minutes of each meeting. The minutes of each prior meeting shall be approved by the Board at its next subsequent meeting. The Board shall be required to retain notices, agendas and minutes for all meetings. A quorum of a minimum of 6 Board members shall be required to hold any meeting of the Board, including an emergency meeting; provided, however, that all meetings of the Board must have an equal number of attendees from each Party in order to conduct any business.
- 7.4 The Board may call an emergency meeting upon 24 hours of notice upon the written request of 6 or more Board members. No emergency meeting may be conducted without first providing all Board members a written notice and a written agenda.
- 7.5 The Board shall be governed by a majority vote of the Board members present and the minutes shall record each vote by roll call of the Board members present. The Chairman shall be eligible to vote on all matters before the Board.
- 7.6 The Board shall be headed by a Chairman. Each year the Chairman's position shall alternate between O'Fallon and St. Charles. The Chairman shall be appointed by St. Charles for the period beginning with the creation of the Board and for the next full calendar year. The term of the Chairman shall annually expire at 11:59 p.m. on December 31<sup>st</sup> of each calendar year after the first term.
- 7.7 The Board shall generally be charged with overseeing all aspects of the design, construction, equipping, administration, management, budgeting, hiring, operations and use of the Training Center. Pursuant to Sec. 70.260.2, RSMo. 2016, the Training Center Board shall be a separate legal entity and shall constitute a body corporate and politic,

and shall have, in addition to any other powers reasonably necessary to the exercise of its function under this Intergovernmental Partnership Agreement, the Board shall have the following powers:

- (1) To sue and be sued in its corporate name;
- (2) To take and hold any property, real or personal, in fee simple or otherwise;
- (3) To sell, lease, lend or otherwise transfer any property or interest in property owned by it;
- (4) To make contracts; and
- (5) To have and use a corporate seal.

Provided, however, that, anything in this Agreement to the contrary notwithstanding, the Training Center Board shall not have the power to issue any debt.

- 7.8 The Board shall provide regular annual reports, including all relevant financials, regarding the operations and maintenance of the Training Center to the Parties during the term of this Agreement. The annual report shall be due no later than March 1<sup>st</sup> of each following calendar year.
- 7.9 If a Board member shall no longer be a full-time employee of their respective City, the Board member shall be replaced by that Party as provided in Section 7.1.
- 7.10 Any dispute by the Parties that cannot be resolved by the Board within a period of 10 days, shall be referred for Dispute Resolution in accordance with Section 10.

## **8 Design and Construction of the Training Center**

- 8.1 The design of the Training Center shall be approved by the Board and the City Administrator for O'Fallon and the Director of Administration for St. Charles. The expectation of the Parties is that Phase I shall be completed within 9 months from the Effective Date. The expectation of the Parties is that the design and approval of Phase II shall be completed within 15 months from the Effective Date. Unless otherwise mutually agreed upon in writing by the Parties, construction of Phase II of the Training Center shall commence no sooner than 18 months from the Effective Date.

## **9 Security for Debt Payments**

- 9.1 O'Fallon shall be responsible, and liable to the debt instrument holders, for payment of all indebtedness issued to construct the Training Center. O'Fallon shall annually budget for and seek an appropriation by its City Council of all funds required for debt payment and fifty percent (50%) of funds needed for operation and maintenance costs for the



Training Center. If O'Fallon fails to appropriate and pay debt payments in a timely manner at any time before the Bonds are retired, or if O'Fallon fails to pay its share of operation and maintenance payments within 90 days of the date when such payment is due, then (1) O'Fallon's right to use the Training Center will be suspended; and (2) any interest O'Fallon may then have in the Training Center or its equipment or facilities shall be forfeited and terminated; and (3) O'Fallon's Board members will be suspended and the Board thereafter reduced in size to just the St. Charles representatives.

- 9.2 St. Charles shall annually budget for and seek an appropriation by its City Council of 50% of all funds required for debt payment reimbursement to O'Fallon and fifty percent (50%) of funds needed for operation and maintenance costs for the Training Center. If St. Charles fails to appropriate funds at any time before the Bonds are retired, or if St. Charles fails to reimburse O'Fallon for its debt payments, or property costs or pay its share of operation and maintenance payments within 90 days of the date when such payment is due, then (1) St. Charles' right to use the Training Center will be suspended; and (2) any interest St. Charles may then have in the Training Center or its equipment or facilities shall be forfeited and terminated; and (3) St. Charles' Board members will be suspended and the Board thereafter reduced in size to just the O'Fallon representatives.

## **10. Dispute Resolution**

- 10.1 All disputes that cannot be resolved by the Board or as to which the Training Center Board may be deadlocked shall be resolved by the Parties through the following dispute resolution process:

10.1.1 The first level of dispute resolution will be the Chiefs of Police for the Parties (to be held within 5 days of written notice of dispute);

10.1.2 The second level of dispute resolution will be the City Administrator and Director of Administration of the Parties, or their designee (to be held within 10 days after the Chiefs of Police meet and fail to come to a resolution);

10.1.3 The third level of dispute will be non-binding mediation (to be held within 45 days of the Administrator/Director of Administration failing to reach a resolution).

10.1.3.1 Subject to Section 10.1.3.2, either Party may, at any time after the Administrators of the Parties have failed to come to a resolution, submit the Dispute to a recognized and reputable mediation service or agreed mediator for mediation by providing to the mediation service or mediator a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a neutral mediator. The Parties shall use commercially reasonable efforts to resolve the Dispute in the

mediation. The mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

10.1.3.2 All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, shall be confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

10.1.4 Litigation as a Final Resort. If the dispute is not resolved by mediation, either party may initiate litigation by filing a petition in the Circuit Court for St. Charles County, Missouri, which will be the agreed and exclusive venue for any litigation arising from this Agreement.

## **11 General Provisions**

11.1 Termination. This Agreement may be terminated only upon the mutual written consent of the Parties. Upon termination, the Parties will be responsible for all maintenance, upkeep and improvements to the effective date of termination as provided herein.

11.2 Each Party's staff shall be responsible for the management of this Agreement will use their respective best efforts to obtain an appropriation in the full amount required under the Agreement, including the submission of budget requests each year that are sufficient to cover that Party's payment obligations for the next fiscal year.

11.2 Amendments. This Agreement may not be further amended, except by written amendment and authorizing legislation of the parties to it.

11.3 Assignment and Delegation. Neither Party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder unless the non-assigning or non-delegating Party enters a novation releasing the assigning or delegating Party of its obligation under the Agreement.

11.4 Audit and Inspection Rights. During the term of this Agreement, on reasonable request and during regular business hours, either Party may at its own expense inspect and audit the other Party's books, records, and other documents as necessary to verify compliance with the terms and conditions of this Agreement.

11.5 Authorization. Concurrently with execution of this Agreement each party shall deliver to



the other a certified copy of legislation authorizing the execution of this Agreement by that party.

- 11.6 Third Party Beneficiary. There is no third-party beneficiary to this Agreement.
- 11.7 Compliance with Law. Parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the activities carried out under this Agreement.
- 11.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto. All amendments or modifications shall be mutually agreed to in writing by the respective parties.
- 11.9 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 11.10 Indemnification.
- 11.10.1 To the extent permitted by law, O'Fallon shall indemnify, protect, and hold harmless St. Charles from and against loss, cost, claims, demands, damages and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from O'Fallon's use of the Training Center or from 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 employer'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 O'Fallon, its agents, servants or employees in using the Training Center or performing its obligations under this Agreement, except to the extent such loss, cost, claim, demand and/or expense arises from negligence by St. Charles or its officers, agents or employees.
- 11.10.2 To the extent permitted by law, St. Charles shall indemnify, protect and hold harmless O'Fallon from and against loss, claims, damages and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from St. Charles's use of the Training Center or from 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 employer's disability or death benefit, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of St. Charles, its agents, servants or employees in using the Training Center or performing its obligations under this Agreement, except to the extent such loss, cost, claim, demand and/or expense arises from negligence by O'Fallon or its officers, agents or employees.
- 11.11 Notice. Any notice or other communication required or permitted under this Agreement

shall be in writing and shall be deemed to have been given if and when received if personally delivered, on the day sent if delivered via facsimile (with a confirmation copy of such facsimile sent by U.S. mail or overnight courier as provided herein), on the first business day after being deposited with a nationally recognized overnight courier service (such as Federal Express, UPS), prepaid, specifying next-day delivery, and addressed to the party at its address set forth below, or on the second business day after being deposited in the United States registered or certified mail, postage prepaid, and addressed to the party at its address set forth below, or to such other address as the party to receive such notice may have designated to the other party by notice in accordance herewith, with a copy sent via email to the email addresses specified below:

If to O'Fallon

City of O'Fallon  
100 North Main Street  
O'Fallon, MO. 63366  
Attn: City Administrator

with a copy to:

Attorney Kevin M. O'Keefe  
Curtis, Heinz, Garret & O'Keefe, P.C.  
130 South Bemiston, Suite 200  
Clayton, MO. 63105

If to St. Charles

City of St. Charles  
200 N. Second Street  
St. Charles, MO. 63301  
Attn: Director of Administration

with a copy to:

City Attorney  
City of St. Charles  
200 N. Second Street  
St. Charles, MO. 63301

- 11.12 Publicity. During the Term of this Agreement, the Training Center shall be referred to as a joint operation between the Parties.
- 11.13 Records. Each Party shall keep full, clear, and accurate records of all matters pertaining to the Training Center during the Term and for the minimum period of years thereafter as required by the Secretary of State Retention schedules and all other applicable law.
- 11.14 Days. In computing any period of time prescribed or allowed by Agreement, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor a legal holiday. When the period of time



prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

11.15 Relationship of the Parties.

11.15.1 Each Party is an independent political subdivision with regard to this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party.

11.15.2 Any Persons employed or engaged by a Party in connection with the Agreement shall be that Party's employees or contractors. Each Party assumes responsibility for the actions of its employees and contractors under this Agreement and will be solely responsible for their supervision, daily direction, and control, wage rates, withholding income taxes, providing unemployment and disability benefits, and the manner and means through which the work under this Agreement will be accomplished.

11.16 Severability of Provisions. If any provision of this Agreement is deemed by a court of last resort to be invalid, illegal, or unenforceable, the provision shall be deemed deleted herein without impairing the validity, legality, or unenforceability of the remaining provisions hereof, which shall remain valid and be construed to conform to the intent of the parties.

11.17 Time of the Essence. Time is of the essence in the performance of services under this Agreement.

11.18 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

**CITY OF SAINT CHARLES, MISSOURI**



*Daniel J. Borgmeyer* 7-4-24  
Daniel J. Borgmeyer, Mayor Date

**Attest:**

*Kimberly Hudson*  
Kimberly Hudson, City Clerk

**Approved as to Legal Form:**

Michael P. Cullen Date

**CITY OF O'FALLON, MISSOURI**



\_\_\_\_\_  
Bill Hennessy, Mayor Date

**Attest:**

\_\_\_\_\_  
Bess Bacher, City Clerk

**Approved as to Legal Form:**

Kevin M. O'Keefe Date

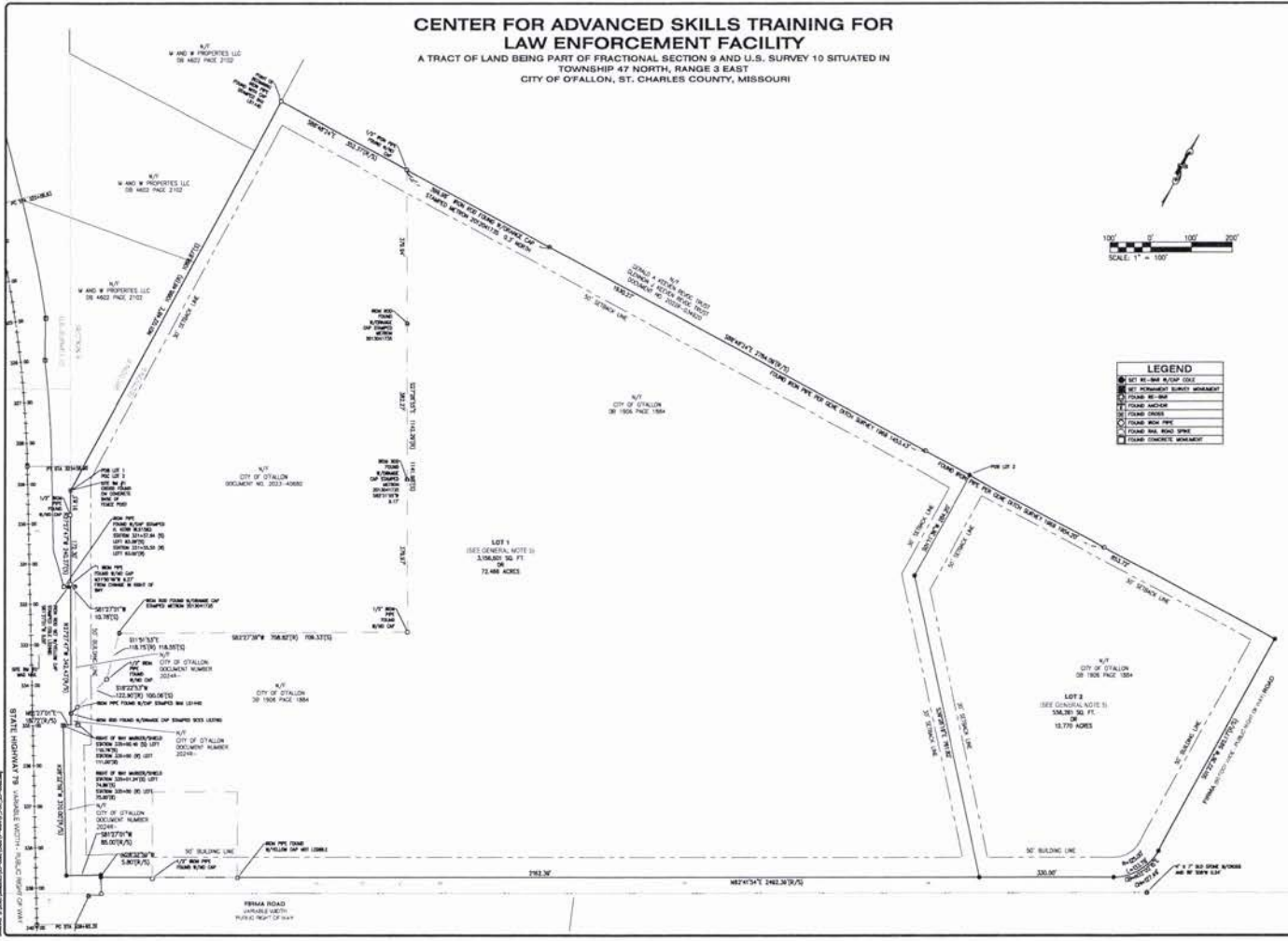


EXHIBIT A

LEGAL DESCRIPTION

# CENTER FOR ADVANCED SKILLS TRAINING FOR LAW ENFORCEMENT FACILITY

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 9 AND U.S. SURVEY 10 SITUATED IN  
TOWNSHIP 47 NORTH, RANGE 3 EAST  
CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI



LEGEND	
[Symbol]	LOT 1 - 71.488 ACRES
[Symbol]	LOT 2 - 13.779 ACRES
[Symbol]	UTILITY EASEMENT
[Symbol]	EASEMENT
[Symbol]	RIGHT-OF-WAY
[Symbol]	PROPOSED BUILDING FOOTPRINT
[Symbol]	PROPOSED DRIVE
[Symbol]	PROPOSED SIDEWALK
[Symbol]	PROPOSED PAVEMENT
[Symbol]	PROPOSED CONCRETE MONUMENT

<p><b>COLE</b> INCORPORATED 1000 W. WASHINGTON ST. ST. LOUIS, MO 63101 TEL: 314.241.1000 WWW.COLEINC.COM</p>	<p><b>23-0092</b></p> <p>1 of 2</p>
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**EXHIBIT B**

**TRAINING FACILITY DESCRIPTION**

Architectural drawings:

Site Map:

Specific description of each amenity:

Phase I:

- (1) state of the art firearms shooting range to provide training in the use of firearms.

Phase II:

- (1) emergency vehicle operations course ("EVOC Track"); and
- (2) a two story structure for active training with simulated ammunition ("Simunition House"); and
- (3) physical and endurance training course; and

Phase III

- (1) enclosed structure housing classrooms and ancillary training spaces.



EXHIBIT C

TRAINING CENTER LEASE AGREEMENT

RCA FORM (OFFICE USE ONLY)

Bill # 13890

MEETING/DATE: 8/20/2024

Regular  Special  Work Session

ATTACHMENT: YES  NO

Report  Resolution  Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Galba, Otto, Hollandur, Kater, Komet, West Mitchell, Foust, Flendermeier, Ohmes

Description:

An ordinance authorizing an Intergovernmental Partnership Agreement - Law Enforcement Training Center between the City of St. Charles, Missouri and the City of O'Fallon, Missouri, for the construction and operation of a state-of-the-art law enforcement training center.

Contract Extension/Renewal: Yes  No

Information Paper Attached: Yes  No

Staff Recommendation: Approve  Disapprove

Board/Committee/Commission Recommendation: Approve  Disapprove

Summary:

The City of St. Charles and the City of O'Fallon previously entered into an intergovernmental cooperation agreement for the constructing, equipping and operating an outdoor firing range for training police officers (the Firing Range Agreement). The cities have agreed to enter into a new cooperative agreement to construct, equip, manage and maintain a state of the art law enforcement training center (the Training Center Agreement), which this ordinance will approve upon passage. According to the Training Center Agreement, the Firing Range Agreement shall terminate, and the firing range will become an integral part of the training center.

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

Fiscal Impact: \$912,330.00 for N/A land in 2025 CIP

Account #: 410-120-258-872-101

Project #: \_\_\_\_\_

RCA prepared by: Legal Dept. Dir. AK Finance Dir. Jaw Dir. of Admin. H for AD