

**BILL NO. 11-17**

**ORDINANCE NO. 2318**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE ST. CHARLES COUNTY CYBER CRIMES TASK FORCE AND THE CITY OF WARRENTON, MISSOURI**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WARRENTON MISSOURI, AS FOLLOWS:

SECTION I: That the Mayor is hereby authorized to execute on behalf of the City of Warrenton an agreement with St. Charles County Cyber Crimes Task Force. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION II. If any section, subsection, sentence, clause, phrase or portion of this amendment is for any reason held invalid or unconstitutional by a judgment of a court of competent jurisdiction, as to which not further appeal right exists, such portion shall be deemed separate, distinct and independent provision and such holding shall not affect the validity or remaining portions hereof.

SECTION III. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION IV. This Ordinance shall take effect and be in full force from and after passage and approval thereof.

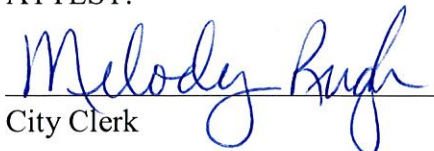
READ TWO TIMES AND PASSED by the Board of Aldermen of the City of Warrenton, Missouri, this 7<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
President of the Board of Aldermen

APPROVED BY THE MAYOR of the City of Warrenton, Missouri, this 7<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

**AGREEMENT BETWEEN THE WARRENTON POLICE DEPARTMENT  
AND THE ST. CHARLES COUNTY POLICE DEPARTMENT**

THIS CONTRACT AND AGREEMENT is entered by and between the Warrenton Police Department, an agency of The City of Warrenton (hereinafter "City of Warrenton") and the St. Charles County Police Department, an agency of St. Charles County Government (hereinafter "St. Charles County"). The parties covenant and agree as follows:

**WHEREAS**, St. Charles County is the managing grantee of the Missouri Internet Crimes Against Children grant, which helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children through forensic and investigative assistance, training, victim services and community education; and

**WHEREAS**, St. Charles County is the recipient of grant funds from the State of Missouri, and, subject to availability of those grant funds, wishes to reimburse the City of Warrenton for the salary and benefits of a Detective assigned to the Missouri Internet Crimes Against Children Task Force; and

**WHEREAS**, the City of Warrenton wishes to assign Detective \_\_\_\_\_ of the Warrenton Police Department to the Missouri Internet Crimes Against Children Task Force upon the terms stated herein; and

**WHEREAS**, the St. Charles County Executive is authorized by Ordinance Nos. 14-086 and 15-055 to enter into such an Agreement on behalf of St. Charles County; and

**WHEREAS**, the City of Warrenton is authorized to enter into such an Agreement pursuant to The City of Warrenton's Ordinance No. \_\_\_\_\_;

**NOW THEREFORE**, in consideration of the premises and promises contained herein, the parties agree as follows:

1. The City of Warrenton agrees to provide St. Charles County with the services of one (1) Officer (hereinafter "Officer"). The Officer will be assigned to the Missouri Internet Crimes Against Children Task Force under direct supervision and control of the St. Charles County Police Department. Additional responsibilities and duties may be added to the Officer's daily function, which will be determined by Lt. Mark O'Neill, with the concurrence of Warrenton Police Department, which concurrence shall not be unreasonably withheld, during the length of this contract.
2. The Officer will be subject to the St. Charles County Police Department's rules and regulations. However, Chief Greg Houdyshell of the Warrenton Police Department shall

be promptly notified of any complaint or potential disciplinary matter related to the Officer for review and additional action, if required.

3. St. Charles County, through grant funding from the State of Missouri, will reimburse the City of Warrenton for the Officer's salary and benefits in an amount not to exceed \$51,408.03 a year (\$65,250.76 during the initial contract term). All reimbursement from St. Charles County is contingent upon the award of grant funds to the County. Any changes to the grant funds shall and reimbursement amounts shall be communicated to the City of Warrenton by St. Charles County as soon as reasonably possible.
4. The City of Warrenton will be responsible for the Officer's salary that exceeds \$51,408.03 each year (\$65,250.76 during the initial contract term).
5. The salary and benefits for the Officer shall be reimbursed by St. Charles County on a monthly basis and the Warrenton Police Department shall submit to the St. Charles County Police Department all supporting documents/invoices/requests for payment by 5<sup>th</sup> of each month for the previous month.
6. Either party to this Agreement may cancel with fourteen (14) days' written notice. Notice to St. Charles County shall be deemed delivered if deposited, postage prepaid, addressed to St. Charles County Police Department, 101 Sheriff Dierker Court, O'Fallon, Missouri 63366. Notice to the City of Warrenton shall be deemed delivered if deposited, postage prepaid, addressed to \_\_\_\_\_.
7. The City of Warrenton shall provide proof of Commercial General Liability Insurance in compliance with the sovereign immunity limits for Missouri public entities, which are calculated by the Missouri Department of Insurance and published annually in the Missouri Register, within three (3) days of request by St. Charles County. This coverage shall also apply to Civil Rights Claims that may arise. St. Charles County shall remain self-insured regarding claims. The City of Warrenton shall maintain Workers Compensation Insurance during the duration of this Agreement. *For those self-insured agencies: A letter of self-insurance with unencumbered balances that meets the statutory cap on a per occurrence basis will be accepted in lieu of Certificate of Insurance.*
8. This Agreement, its interpretation and any dispute arising out of its operation shall be governed by the laws of the State of Missouri.
9. This Agreement, including the contents of any and all documents incorporated by reference or attached hereto, comprises the entire Contract and Agreement between the parties. There are no promises, terms, conditions or obligations other than those

contained herein, attached hereto or incorporated by reference hereunder. Any amendments, additions, supplements or deletions to the Agreement must be in writing, with the mutual consent of all parties and signed by all parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument.

10. Lt. Mark O'Neill of the St. Charles County Police Department shall be the Contract Liaison for the purposes of this Agreement on behalf of St. Charles County and any and all inquiries, correspondence or other communication shall be addressed to Lt. Mark O'Neill in the first instance. However, only St. Charles County can authorize any change, amendment or interpretation of this Agreement or its terms. Chief Greg Houdyshell shall be the Contract Liaison for the purposes of this Agreement on behalf of the Warrenton Police Department and any and all inquiries, correspondence or other communication shall be addressed to \_\_\_\_\_ in first instance. However, only the City of Warrenton can authorize any change, amendment or interpretation of this Agreement or its terms.
11. This Agreement is in effect from the date last signed below, and shall remain in effect until May 31, 2018. The Agreement shall automatically renew from one-year terms from June 1 to May 31 unless otherwise terminated subject to Paragraph 6 of this Agreement.

ATTEST:

\_\_\_\_\_  
Steve Ehlmann  
County Executive, St. Charles County

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
County Registrar, St. Charles County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colonel David L. Todd  
Chief of Police, St. Charles County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lt. Mark O'Neill  
MO ICAC Task Force

\_\_\_\_\_  
Date

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this ordinance is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Date

CITY OF WARRENTON:

\_\_\_\_\_  
Greg Houdyshell  
Chief of Police, Warrenton Police Department

\_\_\_\_\_  
Date

*Eric Schleuter*  
\_\_\_\_\_  
Eric Schleuter  
Mayor, City of Warrenton, Missouri

\_\_\_\_\_  
Date