

SPONSORED BY: _____
INTRODUCED BY: _____

RESOLUTION NO. 01-18-2023A

A RESOLUTION OF THE CITY OF ELLISVILLE, MISSOURI APPROVING A CONTRACT ENTERED INTO BY AND BETWEEN SAINT LOUIS COUNTY, MISSOURI, ON BEHALF OF SAINT LOUIS COUNTY AND THE SAINT LOUIS COUNTY AND MUNICIPAL POLICE ACADEMY BOARD OF MANAGERS, AND THE CITY OF ELLISVILLE, MISSOURI, FOR THE SERVICES OF A CITY OF ELLISVILLE POLICE OFFICER.

WHEREAS, a goal of St. Louis County, Missouri (the “County”), the St. Louis County and Municipal Police Academy, and the City of Ellisville, Missouri (the “City”) is to provide basic training and continuing law enforcement education to police officers throughout the County; and

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

WHEREAS, cooperation among the City and County will provide a more efficient and enhanced service to their respective communities; and

WHEREAS, the City and the County wish to cooperate with one another to provide the services of an Ellisville police officer at the Academy as an instructor; and

WHEREAS, it is the desire of the City and the County, on behalf of the County and the Academy, to enter into an agreement on behalf of interest of their citizens; and

WHEREAS, a copy of this Resolution has been provided for public inspection prior to consideration by the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ELLISVILLE, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: Mayor Mike Roerman is hereby authorized and directed to execute for and on behalf of the City of Ellisville a contract for services with Saint Louis County, Missouri, for and on behalf of Saint Louis County and the Saint Louis County and Municipal Police Academy Board of Managers, for the services of an Ellisville police officer, the terms and conditions of which shall be in substantial compliance with the attached Exhibit A, which is incorporated herein by reference.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval by the Council.

THIS RESOLUTION, _____, IS ADOPTED BY THE COUNCIL OF THE CITY OF ELLISVILLE, ST. LOUIS COUNTY, MISSOURI, ON THIS _____ DAY OF _____, 2023.

	AYE	NAY	ABSTAIN
McGRATH	_____	_____	_____
COMPTON	_____	_____	_____
CAHILL	_____	_____	_____
SANBORN	_____	_____	_____
DUFFY	_____	_____	_____
BOGGS	_____	_____	_____
ROEMERMAN	_____	_____	_____

ATTEST:

CITY OF ELLISVILLE

CITY CLERK

MAYOR MIKE ROEMERMAN

Approved as to legal form:

City Attorney

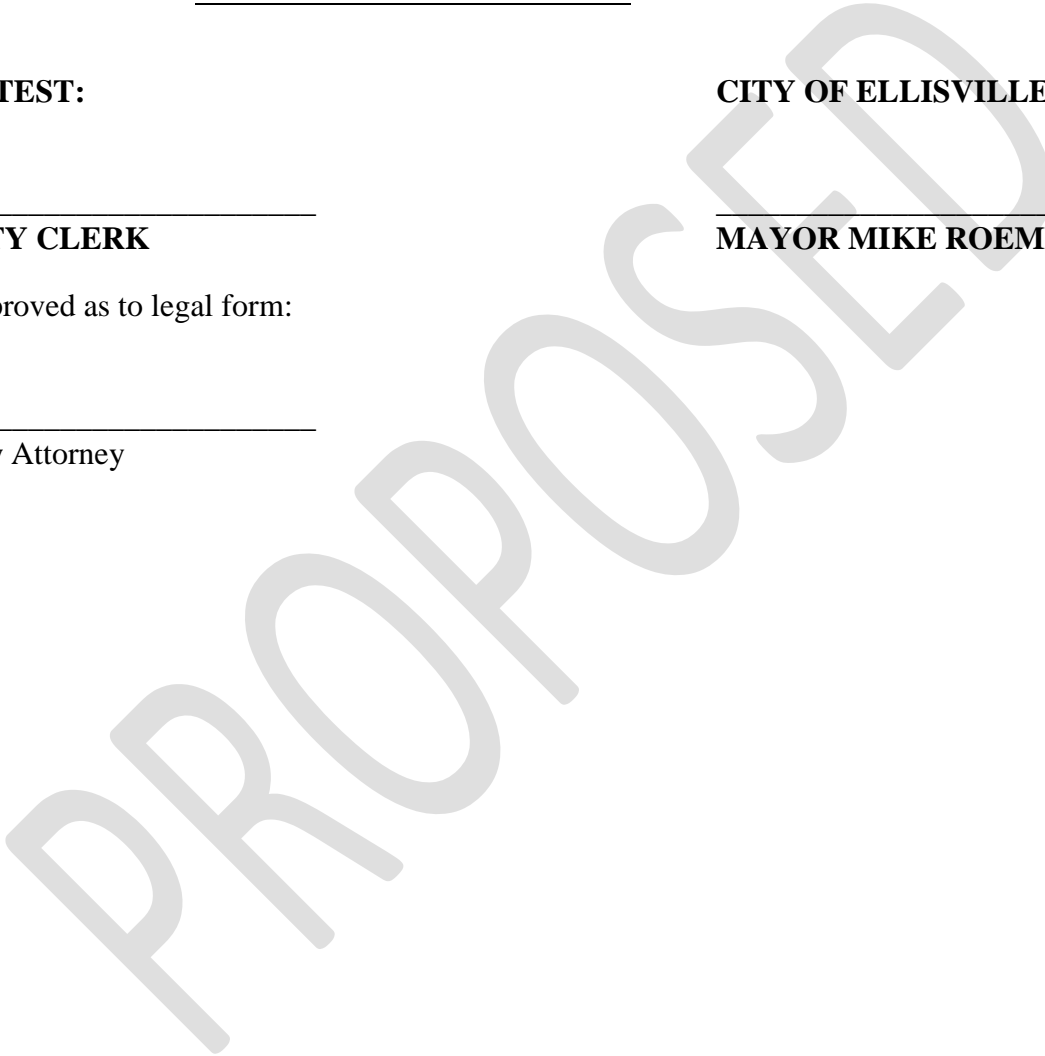


Exhibit A

[*Contract for Services*]

PROPOSED

CONTRACT FOR SERVICES

This Contract entered by and between St. Louis County, for and on behalf of St. Louis County & Municipal Police Academy Board of Managers (hereinafter referred to as “COUNTY” respectively) and the CITY OF ELLISVILLE, MISSOURI, an incorporated municipality of the State of Missouri (hereafter “CITY”).

WITNESSETH:

WHEREAS, COUNTY has established the St. Louis County and Municipal Police Academy (hereafter “ACADEMY”) for the purpose of providing basic training and continuing law enforcement education to police officers throughout St. Louis County; and

WHEREAS, COUNTY and the incorporated municipalities located therein, including CITY, desire to provide for the participation of said incorporated municipalities in the training and education of police officers throughout St. Louis County; and

WHEREAS, Section 201.180 of the Revised St. Louis County Ordinances (1974), as amended, permits St. Louis County Board of Police Commissioners to approve contracts for professional services within the budget of the Police Department; and

WHEREAS, the CITY is authorized to enter into this Contract by

_____;

NOW, THEREFORE, in consideration of the premises and mutual promises and obligations hereafter stated, it is agreed between the parties as follows:

1. **Term of Contract.** The term of this Contract shall be one year, commencing upon execution.
2. **Description of Services.** CITY shall provide for COUNTY’S use throughout the Contract term of the services of a City of Ellisville Police Officer (hereafter “EMPLOYEE”), for the weekly provision of 40 hours basic and/or special instruction and/or attendant instruction and services, as defined, directed

and scheduled by COUNTY for Academy attendees. COUNTY shall provide EMPLOYEE office space and materials as needed for providing the services required in this contract.

3. **Compensation.** Upon completion of performance by CITY and the submission of such documentation deemed reasonably necessary, including evaluations by COUNTY and CITY of EMPLOYEE'S performance, COUNTY to evaluate EMPLOYEE'S performance on evaluation forms provided by the CITY, COUNTY shall reimburse CITY in the amount of EMPLOYEE'S salary throughout the Contract term at an hourly rate not to exceed \$43.63 per hour of the actual rate of pay, including payment for direct fringe benefits and overhead, said reimbursement not to exceed \$102,092.52.
4. **Overtime.** Employee shall be entitled to overtime payment at 1 ½ times of said Employee's hourly wage not to exceed \$65.45 for each overtime hour worked for the COUNTY. The COUNTY is responsible for monitoring the number of overtime hours worked. On a quarterly basis the CITY will provide to the Director of the ACADEMY (or their designee) supporting documentation showing the number of overtime hours worked to-date for the COUNTY within the contract period. The COUNTY agrees to reimburse CITY in an amount not to exceed \$15,000 to cover EMPLOYEE'S overtime compensation and related fringe benefits and overhead.
5. **Compensatory Time.** If EMPLOYEE works more than 80 hours in a pay period, the EMPLOYEE can elect to earn compensatory time equal to 1 ½ times the number of hours worked in excess of 80, in lieu of being paid overtime. The total accrued compensatory time balance is limited to the CITY'S maximum accrued balance (currently 72 hours), with any additional excess hours paid as overtime. Compensatory time earned as a result of work for the COUNTY will be tracked separately from compensatory time earned as a result of work for the CITY. At the request of the COUNTY, the CITY will provide the current balance of accrued compensatory time to the COUNTY.

Payout of such accrued compensatory balance to the EMPLOYEE can occur at any time at the request of the EMPLOYEE and with approval by the CITY'S Chief of Police and/or upon separation of employment with the CITY in accordance with CITY'S personnel policies and procedures. The COUNTY will reimburse the CITY for such amount paid to the EMPLOYEE. In the event the EMPLOYEE separates from their role as Instructor with the COUNTY while remaining employed with the CITY, the COUNTY will reimburse the CITY for the calculated value of the balance of accrued compensatory time earned but unused as of the date of separation, such calculation to include CITY-paid taxes and workers' compensation premium related to the value of the balance. Payout of other leave balances accrued by the EMPLOYEE as a condition of employment with the CITY, such as CITY-accrued compensatory time, vacation, and sick leave, will not be reimbursed by the COUNTY.

6. **Insurance.** The CITY is insured by SLAIT (St. Louis Area Insurance Trust) for claims involving Workers' Compensation and tort liability, and the CITY extends the protection of said insurance coverage to CITY employees and officers subject to the terms and conditions of the CITY's workers' compensation and liability insurance policies. The COUNTY shall not have any responsibility for such employee benefits provided by the CITY.
7. **Termination for Cause.** This Contract may be terminated by COUNTY for cause upon ten days written notice to CITY if, in the sole discretion of COUNTY, EMPLOYEE fails to provide satisfactory instruction to Academy attendees as required in Section 2 herein, or if EMPLOYEE violates any State, County or Academy laws, regulations, ordinances, directives of policies. In the event of such termination, COUNTY shall reimburse CITY on a pro rata basis for those services rendered by EMPLOYEE through the effective date of termination of this Contract.
8. **Termination by COUNTY or CITY.** Either party may terminate this Contract by giving the other party not less than 30 days written notice of its intention to do so. In the event of such termination, COUNTY shall reimburse CITY on a pro

rata basis for those services rendered by EMPLOYEE prior to notice of termination of this Contract.

9. **Independent Contractors.** EMPLOYEE is at all times throughout the Contract term performing and acting as an independent contractor with, and not an agent for COUNTY, and no act or omission of any party or party agent hereto shall be construed to make any other party its principal, agent or joint venturer.
10. **Duties Not Assignable.** The duties imposed on CITY by this Contract are not assignable without COUNTY'S prior written consent.
11. **Non-Waiver.** The waiver by either party of a breach or violation of any Contract provision shall not operate or be construed as a waiver of any subsequent breach hereof.
12. **Entire Agreement.** This Contract sets forth the entire agreement between COUNTY and CITY with respect to the services and work to be performed hereunder, and supersedes all prior and contemporaneous contracts, agreements, understandings, negotiations or other agreements between the parties. No supplement, modification, waiver or termination of this Contract shall be binding, unless executed in writing by the person to be bound or required to give notice.
13. **CITY and COUNTY.** As used in this Contract, the terms "CITY" and "COUNTY" shall include the officers, employee, legal representatives and successors thereof.

IN WITNESS WHEREOF, the parties have executed this this Contract effective the later of the dates below written.

CITY OF ELLISVILLE

By _____

Title: _____

Date _____

I, _____, affirm that I am _____ of the City of Ellisville, Missouri and I signed this Contract on behalf of said City and I acknowledge this Contract to be my free act and deed.

ST. LOUIS COUNTY BOARD OF POLICE COMMISSIONERS

Date executed by St. Louis County

Approved:

Chief of Police
St. Louis County Police Department

Approved as to Legal Form:

County Counselor

I hereby certify that unencumbered balances suffice to pay the Contract sum remains in the appropriate account which the obligation is to be charged.

Accounting Officer

Legal Review: _____

Encumbrance Review: _____