

BILL NO.: 5055

ORDINANCE NO.: _____

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING (MOU) PARTICIPATION IN THE ST. ANN POLICE DEPARTMENT SPECIAL RESPONSE TEAM

- WHEREAS,** Pursuant to RSMO Section 44.090, state or local agencies may cooperate or contract with each other to provide any function, service, or facility authorized to each; and
- WHEREAS,** the St. Ann Special Response Team (“SRT”) is formed by the partnership of certain participating municipalities of St. Louis County on behalf of their police departments and St. Ann on behalf of its Police Department; and
- WHEREAS,** it will be to the advantage of all parties and to the health, safety, and welfare of the citizens of the respective parties to cooperate and share regional resources and sufficiency; and
- WHEREAS,** the Berkeley Police Department with the approval of the Berkeley City Council shall participate with the Special Response Team.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The Mayor is hereby authorized to enter into and execute the attached Memorandum of Understanding (MOU) for Multi-Jurisdictional Participation in the St. Ann Police Department Special Response Team.
- Section 2.** The agreement is attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this 09th day of September 2024

2nd Reading this 09th day of September 2024

3rd Reading, PASSED and APPROVED, this _____ day of _____ 2024

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Vacant	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

**MEMORANDUM OF UNDERSTANDING FOR MULTI-JURISDICTIONAL
PARTICIPATION IN THE ST. ANN POLICE DEPARTMENT SPECIAL RESPONSE
TEAM**

This Memorandum of Understanding (MOU) is being entered into by the St. Ann Police Department Chief of Police on behalf of the Saint Ann Police Department Special Response Team (SRT) Team Commander, and the following agencies:

Berkeley Police Department, these agencies are collectively referred to herein as “participating agencies”.

RECITALS

WHEREAS, pursuant to **RSMo Section 44.090**, state or local agencies may cooperate or contract with each other to provide any function, service or facility authorized to each; and

WHEREAS, the St. Ann Special Response Team (“SRT”) is formed by the partnership of certain participating municipalities of St. Louis County on behalf of their police departments and St. Ann on behalf of its Police Department; and

WHEREAS, it will be to the advantage of all Parties and to the health, safety, and welfare of the citizens of the respective Parties to cooperate and share regional resources and sufficiency of which are hereby acknowledged, it is hereby mutually agreed to as follows:

COVENANTS AND AGREEMENTS

1. **PURPOSE AND MISSION**: The St. Ann Police Department and participating agencies seek to establish, effective _____, a joint effort multi-agency collaboration to bolster the capabilities of the St. Ann Special Response Team (herein “Team”) by embedding qualified candidates from the

participating agencies on to the Team. The mission is to provide a specially equipped and trained team for response to situations, both active and potential, which may require additional resources including but not limited to, manpower, equipment, skills or teamwork capabilities outside the scope of resources and training of regular patrolmen. This MOU formalizes the operating procedures and agreements between the participating agencies as it relates to the participation on the Team. In order to ensure the highest degree of professionalism and cooperation on the Team each participating agency agrees to the terms set forth in this MOU and understands and agrees that the Team, and any respective personnel assigned to the Team, will operate pursuant to St. Ann Police Department policy and (See attached St. Ann Written Directives). A copy of indicated policies may be provided to participating agencies upon request.

2. **COMPOSITION AND COMMAND:**

- a. The Team will be comprised of specially trained and qualified operators, negotiators, medics, snipers, team leaders, assistant team commander, and a St. Ann SRT Team Commander. The St. Ann Police Department shall designate the St. Ann SRT Team Commander. The St. Ann SRT Team Commander will have ultimate responsibility for supervision, training, assignments, callouts, and equipment purchases for the Team. He/she shall assume responsibility for the conduct of the Team and shall oversee designated SRT operations, including tactical or operation decisions and planning, until the operation is concluded and/or the scene is released. Command of the Team shall rest with the designated St. Ann SRT Team Commander or his/her designee and any qualified personnel assigned to the Team shall report to and be supervised by the Team Commander during tactical operation and/or training related to this MOU.

- b. When the Team operates within the jurisdiction of, or operates on behalf of, any participating agency's respective Chief of Police or designee shall designate a command level officer to serve as Incident Commander.

Tactical plans are determined by the St. Ann SRT Team Commander via the St. Ann SRT Standard Operating Procedures (SOP) which are based on National Tactical Officers Association (NTOA) best practices. Incident Commander will remain in charge of all other operations not relating to tactical operations on scene. St. Ann SRT Team Commander will assume all tactical operations responsibility.

- c. To the extent possible, all Team Activity will be a joint activity, with no participating agency acting independently of another agency.

- d. The St. Ann SRT Team Commander will maintain a cohesive communication network between Chief of Police or designee of the participating agencies. Meetings to review specific incidents, call-outs, investigations, or other specific concerns may be called by any participating agency's Chief of Police or designee.

- e. The policy and direction of the Team shall be as set forth by the St. Ann Police Department Chief of Police, and SRT Team Commander, in consultation with the participating agencies Chief of Police, or designee. The Team may be authorized, at the ultimate discretion of St. Ann Police Department Chief of Police or designee, for use in the following types of incidents:

- i. Barricaded Subject(s)
- ii. Hostage Situations
- iii. High Risk Warrant Services
- iv. Suicidal Subject(s)
- v. VIP Protection

- vi. Special Events
- vii. Coverage of Disasters
- viii. Coverage of civil defense disorders or unrest
- ix. Any other event deemed necessary by the St. Ann Police Department Chief of Police or the Team Commander

3. ASSIGNMENT TO THE TEAM AND QUALIFICATIONS

- a. Participating agencies agree to assign no less than one (1) qualified officer to the Team to serve as operators, negotiators, or snipers, as deemed needed by the Team. Participating agencies agree and understand that the St. Ann Police Department shall retain sole authority over the formal selection and removal of personnel assigned to the Team, however, each participating agency reserves the right to remove their personnel assigned to the Team at any time. Selection will be conducted in accordance with the provisions outlined in the St. Ann SRT Operator's Manual (See attached St. Ann Written Directives). Additionally, to be considered "qualified" any candidates considered for the team shall meet the following minimum requirements:

- i. Written approval from their respective Chief of Police to submit for a position;
- ii. Written confirmation from the participating agency of the candidate that the agency has completed a review of the candidate's personnel/disciplinary records and affirms that the candidate does not have a documented history of significant misconduct or inappropriate uses of force;

- iii. Written confirmation that the candidate has successfully passed any assessment process required by the participating agency that employs the candidate;
 - iv. Successfully pass the St. Ann SRT assessment process;
- b. Those candidates that pass the required assessment processes shall also be required to complete a regional basic SWAT School (40+ hours) at the participating agency's cost, as soon as reasonably possible.
- c. Any officer appointed to the Team from a participating agency shall be acting as a limited agent to perform SRT related duties within any participating jurisdiction under this MOU. Officers assigned to the Team who receive this limited authority will be deemed to only have such authority while acting in the course and scope of their official duties on the SRT Team and their authority will expire immediately upon their removal from the Team or their individual agencies withdrawal from the Team. For purposes of this MOU, officers assigned to the Team will be considered to be acting in the course and scope of their official duties once they arrive at the designated staging area for a particular incident (following activation), except that members of the Team will also be deemed to be acting in the course and scope of their official duties prior to arriving at the incident staging area if exigent circumstances arise related to a critical incident and the assigned officer is operating in cooperation or coordination with other members of the St. Ann SRT Team. Any law enforcement action taken by officers assigned to the Team shall be in compliance with all state and federal laws, as well as the St. Ann SRT Operator's Manual, and St. Ann Police Department Policies and Procedures regarding SRT.
- d. All officers assigned to the Team will receive copies of the St. Ann SRT Operator's Manual, to include the St. Ann Police Department Policies and

Procedures regarding (See attached St. Ann Written Directives). SRT assigned officers will be required to review and remain in full compliance with these policies and operating procedures while in the performance of their duties as a Team Member.

- i. It is agreed that handguns, rifles, less lethal weapons and ammunition carried by Team members during a SRT tactical operation shall comply with their department's respective weapons and ammunition policies.
- ii. If an officer assigned to SRT participates in an incident that involves a "Use of Force" (as defined and set forth in the St. Ann Police Department Use of Force Policies) or is directly involved in the Use of Force during the course and scope of the SRT official duties authorized under this MOU the officer will be required to comply with and participate in the St. Ann Police Departments Use of Force policies and review procedures and/or any investigations conducted by St. Ann Police Department Detective Bureau, or designee.
 1. If St. Ann Police Department determines that an officer assigned to the SRT Team used force that was not compliance with St. Ann Police Department policies, the St. Ann SRT Team Commander may notify the participating agency. The St. Ann SRT Commander may additionally terminate the officer's participation in the SRT Team or recommend additional training, as it is deemed appropriate.

4. SUPERVISION AT THE SCENE OF A TACTICAL OPERATION

- a. Initial command of the situation shall be the responsibility of the on-scene Incident Commander from the jurisdiction where the event occurs or is occurring. Upon arrival, the Team Commander may assume command over the tactical aspects of the operation, as he or she deems necessary. While that Team Commander retains command of the SRT Team, the Chief of Police in who jurisdiction the incident occurs retains the authority to terminate the SRT operation or request additional support. At which time, a transition plan should be in place to release the SRT team and Team Commander, and the Chief of Police and/or designee will assume responsibility of tactical operations and responsibility of scene management.
- b. Due to the dynamics of large situations, SRT Team Leaders will not be tasked with commanding aspects of situations not directly related to the mission of the SRT team, as proper focus must be maintained for successful tactical resolution. Command of the Team and its resources rests with the Team Commander, or designee.

5. **CALL-OUT PROCEDURES**

- a. Any participating agency supervisor who believes a situation exists requiring the response of the SRT Team shall adhere to the following procedures:
 - i. A formal request for the Team must be made by the requesting agency's Chief of Police, Chief Official, or designee to the St. Ann SRT Police Chief or Team Commander.
 - ii. Unless not possible due to the urgency of an active event, Chief of Police of the requesting agency, or their designee, shall give their authorization before a formal request is made to activate the Team.
 - iii. For purposes of officer safety and public safety, the St. Ann Police Department, upon request, should consider activation of the Team immediately pursuant to the St. Ann Police Department policies and

procedures regarding SRT activation. Undue delay in activating the Team shall be avoided, if possible.

- iv. Once authorized, the requesting agency's on-scene supervisor will be put in contact with the SRT Team Commander as soon as possible.
 - v. Once authorized for activation, all Team members will be alerted with their orders via SRT Command communications.
- b. Officers assigned to the Team shall comply with the SRT operator's manual, regarding activation and call-out procedures. Members shall not be considered "on-call" when they are off duty from the assigning participating agency but may nonetheless be "subject to call" and activated and available to respond when off-duty.
- c. Members of the Team will be activated by the SRT Commander, or the St. Ann Police Department according to the procedures listed in the SRT Operator's Manual (See attached St. Ann Written Directives) and shall receive further direction regarding how or when to respond to an incident.
- i. Check-in. Upon response to the designated location, Members of the SRT Team will check-in with the SRT Team Commander, or Team Leaders to receive further instructions.
 - ii. Response. Members of the SRT Team shall follow their respective participating agency's policies and procedures regarding emergent response and response in a personal or participating agency's vehicle and shall comply with all federal and state laws.
 - iii. Release. Officers assigned to the SRT Team will be considered released from duty when the St. Ann SRT Team Commander indicates that St. Ann SRT Team is released from any incident.

6. **INVESTIGATIVE GUIDELINES AND PROCEDURES.** After the Team has responded and secured an incident, the agency with jurisdiction will be responsible for processing the crime scene. The Team will assist when requested to the extent possible.

7. **REPORTING REQUIREMENTS**

- a. All reports regarding SRT callouts will be housed and maintained in the St. Ann Police Department Records Management System. If a Use of Force incident occurs during a callout, the officer shall complete a Use of Force report and forward the report to the Team Leader to be included in the originating report housed in the St. Ann Police Department's Records Management System.

8. **COMPENSATION AND PERSONNEL/OPERATIONS ISSUES.**

- a. Each participating agency is responsible for the compensation of their own officers or deputies that are assigned to the Team for hours worked for training or operations, to include duty time and the use of flex time or overtime. Any overtime accrued by an officer assigned to the Team will be responsibility of the officer's employer. Overtime accrual will be managed by each participating agency's command staff or designee and is subject to approval by each agency. Any participating agency retains the right to deny his/her officer from accruing non-approved overtime and/or requiring use of flex time instead. All overtime paid for work with the Team will be the responsibility of the participating agency.
- b. Operational problems will be mutually addressed and resolved by the participants from each agency. Ideally, it is agreed that resolution of operational problems will be at the lowest level possible. Any problem not resolved at this level will be referred to the St. Ann Police Department Chief of Police and the participating agencies Chiefs of Police.

- c. Officers assigned to the SRT Team by participating agencies shall remain the employees of the participating agencies for all purposes. As such, officers assigned to the SRT Team shall likewise, remain subject to the participating agency's personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination. Any concerns regarding performance issues concerning any officer assigned to the SRT team may be communicated by the St. Ann SRT Team Commander to the officer's Chief of Police.
 - i. Any disciplinary action imposed against an officer assigned to the SRT team, as a result of his or her involvement or participating in the SRT Team shall be the responsibility of the participating agency that employs the officer, however, the St. Ann SRT reserves the right to terminate an officer's appointment from the Team at any time set forth in this MOU.

9. **EQUIPMENT.** Equipment issued to each Team Member will be purchased by the participating agencies, St. Ann Police Department, or Team Member as detailed below:

- a. Each participating agency must supply each Team Member (excepting negotiators, if applicable) with an approved department-issues Motorola police radio (which will be programmed to include St. Ann Police Department and SRT channels), department-issued handgun, rifle, rifle-grade vest, and web gear.

- b. For consistency, the St. Ann Police Department shall be responsible for the costs of providing all Team Members with required Team equipment to include helmet, Flex Cuffs, Chemical Munitions, Gas Masks, Flash Bangs. If supplies allow and deemed necessary, the following equipment will be provided: tactical belt and drop holster, and tactical vest and pouches.
- c. Each individual Team Member shall be responsible to purchase, at their own expense, any other approved equipment such as gloves, tactical boots, Tactical Green uniforms and Tactical Blue uniforms as outlined in the SRT Operator's Manual.
- d. Equipment issued to a Team Member will be the personal responsibility of the member and shall be returned to St. Ann Police Department, or SRT Team Commander or designee upon their departure from the Team, or upon their individual agency's withdrawal from the Team.

10. **TRAINING.**

- a. Each Team Member is required to attend a weeklong SWAT Basic School as a new member. Each Team Member must also attend all monthly Team Trainings and any applicable annual or semi-annual block training weeks scheduled unless excused by a Team Commander or designee. Monthly training is generally conducted on the second Wednesday of every month, unless otherwise indicated by the SRT Team Commander. Schedules for training are typically distributed on a yearly basis, however, are subject to changes as the needs arise.
- b. Unless otherwise agreed upon, outside trainings are to be paid for by the respective participating agencies. Prior to enrollment of any outside Trainings, each participating agency will be briefed on the Training, necessity of Training, and cost. Each participating agency has the right to

disenroll a Team Member in any outside Training. Any disenrollment in outside required Trainings may result in Team Member's temporary inactive status on the Team.

11. **NON-PARTICIPATING AGENCY MUTUAL AID REQUESTS.** From time-to-time, non-participating law enforcement agencies request mutual aid assistance from the Team. If mutual aid assistance is authorized, the Team will be activated in accordance with the above listed call-out process. The decision to travel outside of City of St. Ann, or any other participating agency's jurisdiction for mutual aid assistance will be the ultimate decision of the St. Ann Police Department Chief or his designee. See The Code 1000 Plan for St. Louis County and Municipal Law Enforcement Agencies Manual for further.
12. **USE AGREEMENT.** The Chiefs of Police for the participating agencies authorize the participating officers to use his/her own department or agency vehicle for the furtherance of the mission of the Team, in compliance with the participating agency's own existing department and agency guidelines, policies and procedures.
13. **EVALUATION AND REVIEW.** The Team services may be evaluated on an annual basis by each Chief of Police, or Chief Official from the participating agencies who may make recommendations for improving performance of the Team's services to that participating agency.
14. **TERM.** This Agreement will remain in effect until terminated by the Chief of the participating agency and the St. Ann Police Department Chief of Police. In the event a single agency elects to withdraw from participating, which can be done by an individual Chief at any time, they shall deliver a (30) days written notice of withdrawal to the St. Ann Police Department.

15. **OTHER PROVISIONS.**

- a. The financial obligations of the St. Ann Police Department and/or participating agencies as set forth herein after the current fiscal year are contingent upon the annual appropriation of funds for such purpose by the agencies governing body and nothing herein shall be deemed a multiple-fiscal year obligation. Any participating agency which fails to appropriate funds ceases to be a participating agency upon the expenditure of the appropriated funds. Any participating agency which fails to appropriate funds shall promptly notify all other parties in writing of its non-appropriation.
- b. The Parties agree that if any Party receives a claim or lawsuit by any third party that relates to the Services under this Agreement, it will provide notice of the same to the other Parties within a reasonable time. The parties also agree to cooperate with one another and with the insuring entities of all Parties in defending any such claim or suit.
- c. The Parties acknowledge that information obtained and exchanged about criminal investigations obtained in performance of this MOU may be confidential. The Parties will protect all confidential information pursuant to the requirements of the state and federal law and will provide and maintain a secure environment that ensures confidentiality of all documents and information. This provision applies to all forms of confidential information including, but not limited to, hard copy, electronic, video, audio, and photographic formats along with any and all confidential information contained in or accessed through any computerized data system that the Parties may gain access to under this MOU. The Parties acknowledge that release of confidential information is subject to the requirements of federal and state law.

- d. Each Party shall procure and maintain their own insurance coverage in amounts at a minimum as required by Missouri law.
- e. Officers assigned to the Team by a participating agency shall, for the purposes of Worker's Compensation coverage, be considered as full-time employees of the assigning participating agency at all times while training and/or serving on the SRT Team and covered by the respective participating agency's Worker's Compensation coverage. The St. Ann Police Department is not responsible for Worker's Compensation claims of any officers assigned to the Team by a participating agency pursuant to this MOU.
- f. Neither the St. Ann Police Department nor any participating agency may assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning Party/ies. Any attempted assignment in violation of this paragraph shall be null and void.
- g. This MOU constitutes the entire agreement between the St. Ann Police Department and participating agencies hereto and sets forth the rights, duties, and obligations of each to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except in writing and executed by all parties.
- h. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- i. This Agreement shall be governed by and construed in accordance with the law of the State of Missouri. Any disputes arising under this Agreement shall be resolved in the St. Louis District Court in the State of Missouri.
- j. Nothing herein shall be deemed a waiver of the rights, protections, limitations and immunities afforded any participating agency in accordance with this MOU.
- k. Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred, in accordance with the releasing agencies established media release policy. No information pertaining to the Team itself will be released to the media without the mutual approval of the St. Ann Police Department Chief and the SRT Team Commander.
- l. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SIGNATURES:

**ST. ANN POLICE DEPARTMENT CHIEF OF POLICE
OF ST. ANN, MISSOURI**

By: _____

Aaron Jimenez, Chief of Police

ST. ANN POLICE DEPARTMENT SPECIAL RESPONSE TEAM

TEAM COMMANDER, OF ST. ANN POLICE DEPARTMENT

By: _____

Darren Baker, SRT Team Commander

North County Police Cooperative

By: _____

John Buchannan, Chief of Police

Signature Page

To The

**MEMORANDUM OF UNDERSTANDING FOR MULTI-JURISDICTIONAL
PARTICIPATION IN THE ST. ANN POLICE DEPARTMENT SPECIAL RESPONSE
TEAM, 2024**

By: Babatunde Deinbo
Title: Mayor

Date: _____

Attest

By: _____

Name: _____

Title: _____

Date: _____

Berkeley Police Department of Berkeley Missouri

By: _____

Name: Art E. Jackson, Chief of Police