



**Bill No. 5049**

**Ordinance No.**

INTRODUCED BY  
ALDERMEN FINLEY, JUDD, HAUG, GRAY, FLEMING, WEAVER, SIEGEL, LEHMKUHL

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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF BALLWIN WITH THE CITY OF DES PERES RELATING TO THE PROVIDING OF POLICE DISPATCHING SERVICES FOR THE CITY OF DES PERES.

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**WHEREAS**, the provisions of Sections 70.210-70.325 RSMo. empower municipalities to contract and cooperate with each other for the provision of services; and

**WHEREAS**, the City of Des Peres is seeking to have the City of Ballwin provide police dispatching services for Des Peres, and Ballwin has the ability to provide said services.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1:** The Mayor of the City of Ballwin is hereby authorized and directed to sign, on behalf of the City of Ballwin, an agreement with the City of Des Peres, Missouri, for the provision of police communication and dispatching services for the City of Des Peres by the Ballwin Police Department, and which agreement shall be substantially the same as that which is attached hereto and marked Exhibit "A", and which is incorporated herein by reference.

**Section 2:** The period for which said police communication and dispatching services shall be rendered to and for the City of Des Peres shall be from May 1st, 2026, through December 31st, 2031, subject to annual appropriations by the City of Manchester, and a one hundred-eighty (180) day notification of cancellation, in writing, by either party.

**Section 3:** This ordinance shall be in full force and effect from its passage and approval pursuant to law and shall remain in effect until amended or repealed by the Board of Aldermen.

PASSED this 26th day of January, 2026.

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**MARK R. STALLMANN, MAYOR**

APPROVED this 26th day of January, 2026.

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**MARK R. STALLMANN, MAYOR**

ATTEST:

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**ERIC STERMAN, CITY ADMINISTRATOR**

**EXHIBIT A**  
**POLICE SERVICE AGREEMENT**

This agreement made and entered into by and between the City of Des Peres, a municipal corporation of the State of Missouri, hereinafter referred to as "Des Peres," and the City of Ballwin, a municipal corporation of the State of Missouri, hereinafter referred to as "Ballwin,"

WHEREAS, the provisions of RSMo. Secs. 70.210-70.325 empower municipalities to contract and cooperate with each other for a common service; and

WHEREAS, Des Peres is seeking to have Ballwin provide police dispatching services for Des Peres; and

WHEREAS, Des Peres has duly enacted and approved Ordinance #\_\_\_\_\_, a certified copy of which is attached hereto and made a part thereof, authorizing its Mayor to execute this agreement; and

WHEREAS, Ballwin has duly enacted and approved Ordinance #\_\_\_\_\_, a certified copy of which is attached hereto and made part thereof, authorizing its Mayor to execute this agreement and to appoint any and all necessary staff to ensure performance of these services to extend to the City of Des Peres.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN DES PERES AND BALLWIN AS FOLLOWS:**

1. Ballwin shall provide continuous twenty-four (24) hour-per-day, seven (7) day-per-week police dispatching service for Des Peres. The dispatching services shall to include:

    A.    Answering all calls for service that are transmitted by telephone or radio to the Ballwin Police Department Public Safety Answering Point.

    B.    A Primary radio frequency using the City of Ballwin Police Channel through the St. Louis County Emergency Communications Commission, hereafter referred to as the ECC. An emergency backup transmitter through the ECC. The radio system will provide coverage as outlined by the ECC agreement.

    C.    Serve as the 911 primary answering point for the City of Des Peres. All emergency and non-emergency police related calls are included. Non-police related calls will be referred to the Des Peres police station.

    D.    Computer Aided Dispatch service, including dispatch of all emergency and non-emergency calls for service. Des Peres' participation with Ballwin's dispatch services can include the provisions of daily, weekly, and/or monthly management information reports on all dispatched and self-initiated calls.

E. REJIS and MULES service to include all inquiry and entry related teleprocessing services based on usage either by phone, radio, or In person. This does not include REJIS court docketing. Ballwin communications personnel will assist in the biennial REJIS and MULES recertification of Des Peres personnel. In addition, should Des Peres choose, Ballwin communications personnel will provide training as it relates to ECC user updates.

F. Availability of an emergency radio channel and dispatcher for emergency/unique circumstances. Examples would be pursuit coordination with other agencies, Code 1000, etc.

G. Programs, such as, "In Safe Hands," "RUOK," "911 Educational Programs," and/or any dispatch/911 educational or public speaking presentations are included as services to the City of Des Peres. In addition, Des Peres citizens or officials, desirous of observing daily operations in the communications room, will be afforded that opportunity in coordination with the Ballwin Police Operational Support Commander.

2. A monthly report of all police activities shall be submitted to the Des Peres Chief of Police prior to the 15th day of the following month. Additional reports will be prepared by Ballwin as requested by Des Peres on a reasonable and timely basis.

3. Any official complaints from Des Peres involving either an individual employee or the type of police dispatch service provided by Ballwin to Des Peres, shall be forwarded in writing from the Director of Des Peres Public Safety to the Ballwin Chief of Police. All such complaints will be recognized and handled in this manner only. Communications shall be made by the Ballwin Chief of Police as to the final disposition of all such complaints within a reasonable time. If a complaint cannot be resolved by the Ballwin Chief of Police, it will be referred to the Ballwin City Administrator; and if not resolved at this level, the two mayors shall attempt to resolve the issue.

4. The parties hereto agree that the communications officers and other personnel providing the aforesaid police services to Des Peres are employees of Ballwin alone, and nothing herein contained shall be construed to create an employer-employee relationship with Des Peres.

5. In consideration for Ballwin providing the above police dispatching services, Des Peres shall pay to Ballwin on a monthly basis, or at a frequency mutually agreed upon by both cities, an amount based on the following cost formula:

1. Salaries and fringe benefits of two (2) dispatchers, as determined by Ballwin based on a yearly salary analysis; plus
2. REJIS costs split based on average transaction usage per year; plus
3. REJIS mobile concurrent licenses for RCAD.

6. The monthly payment for the initial eight (8) month period, commencing May 1, 2026, shall be \$13,493.58 per month. The monthly payments for the period following the initial eight (8) month period shall be based on an extension of this formula, with annual increases, as set forth in Paragraph 7 of this Agreement.

7. Following the initial eight (8) month period of the Agreement, the amount of Des Peres' monthly payment to Ballwin shall increase annually, to take effect on January 1st of each year the Agreement is in effect; said increase shall be based on the calculation of actual costs from January 1<sup>st</sup> through July 31<sup>st</sup> of each year and estimated/actual costs, whichever are available, for August through December of each year. Actual costs of a preceding year shall be subject to the same cost formulas. Based on this increase determination, the projected costs (and thus the cost to Des Peres) of police dispatch services for any succeeding year or part thereof during which the Agreement is in effect shall be submitted by Ballwin to Des Peres on or before August 1<sup>st</sup> of each year. If the contract is terminated prior to the normal expiration, Des Peres shall still be responsible for all costs through the entirety of the period during which the contact is in effect prior to the end date.

8. This agreement shall be effective for a term of five years and eight months commencing with the 1<sup>st</sup> day of May, 2026 and terminating on the 31<sup>st</sup> day of December, 2031. This contract may be terminated sooner by either party giving not less than one hundred eighty (180) days written notice of termination, during the term of the agreement or as otherwise provided in this agreement. In the event a party to this agreement becomes financially insolvent or otherwise unable to satisfy its obligations, either party may terminate this agreement upon giving thirty (30) days written notice of termination to the other party. Due to the importance of the service being provided, it is agreed by both parties that this agreement will be automatically renewed for a month-to-month basis until or unless terminated by one of the parties.

9. Des Peres agrees to Indemnify and hold harmless Ballwin and its Mayor, members of the Board of Aldermen, City Administrator, Chief of Police and all other employees of the City, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising from any action or non-action on the part of the Ballwin Police Department to perform services in excess of or in addition to the services required by this agreement or arising because Des Peres contracted with Ballwin for the furnishing of police dispatch services. This paragraph shall not apply in the instance of any dispute between the parties hereto involving the interpretation or enforcement of the provisions of this agreement, but in the event of any such dispute, the prevailing party shall be entitled to recover its reasonable attorney's fees. This paragraph shall not apply in the instance of claims by third parties.

10. Irrespective of any other provisions herein, Ballwin shall, at all times, be responsible for the performance of all actions by its police employees which are performed in the line of duty. Ballwin shall, at all times, maintain an insurance policy providing adequate police liability coverage. Ballwin shall cause to be furnished to Des Peres a copy of its police liability policy, and any lapse in said liability policy shall be cause for immediate termination of this agreement at the option of Des Peres.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DES PERES

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Mark Becker, Mayor

ATTEST:

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Kim Creswell, City Clerk

CITY OF BALLWIN

ATTEST:

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Mark Stallmann, Mayor

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Eric Sterman, City Administrator