

**CITY OF TOWN AND COUNTRY  
RESOLUTION NO. R04-2020**

**A RESOLUTION OF THE CITY OF TOWN AND COUNTRY ENACTING CERTAIN  
EMERGENCY MEASURES TO PROTECT THE PUBLIC HEALTH AND  
SAFETY DURING THE PRESENT COVID-19 PANDEMIC**

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**WHEREAS**, in response to the COVID-19 pandemic, state and county regulations have been enacted which limit assembly of more than ten individuals at any one location, thus deeming it necessary for the City to conduct certain meetings via video/teleconference for continuity of government; and

**WHEREAS**, the Families First Coronavirus Response Act, (FFCRA) was authorized by the President on March 18, 2020 and became effective April 1, 2020 providing emergency paid leave and expanded Family Medical Leave Act for eligible employees under certain conditions, however, allowing for the exemption of first responders; and

**WHEREAS**, enhanced mutual aid may be necessary to provide staffing due to a shortage of first responder availability and the St. Louis Area Police Chief's Association, (SLAPCA) has developed a policy.

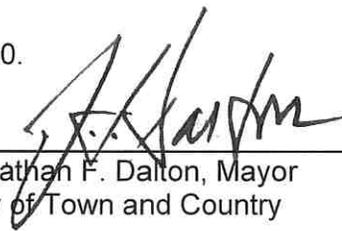
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**SECTION 1.** The Mayor, as presiding officer of meetings of the Board of Aldermen, and other duly appointed presiding officers of various City Boards and Commissions are hereby authorized to establish temporary procedures for calling and conducting meetings in order to limit assembly so long as they are in compliance with the Missouri Attorney General, RSMo 610.020 and Town and Country Municipal Code Section 130.030 and in compliance with all aspects of the Missouri Open Meetings and Records Act.

**SECTION 2.** The City hereby establishes a policy for leave related to Covid-19. Said policy is compliant with the Families First Coronavirus Response Act, (FFCRA) legislation and details the waiver of certain first responder exemptions. The policy is attached hereto as Exhibit A.

**SECTION 3.** A Mutual Aid Agreement for emergency police services for St. Louis Country, Missouri has been entered into pursuant to Section 230.060 of the Municipal Code and is attached hereto as Exhibit B.

Passed and approved this 13<sup>th</sup> day of April, 2020.

  
\_\_\_\_\_  
Jonathan F. Dalton, Mayor  
City of Town and Country

Attest:

  
\_\_\_\_\_  
Ashley McNamara, City Clerk

Exhibit A

City of Town and Country Missouri Families First Coronavirus Response Act (FFCRA or Act) Policy

**WHEREAS**, in response to the COVID-19 Pandemic, on March 18, 2020, President Trump signed into law the Families First Coronavirus Response Act (“FFCRA”), which went into effect on April 1, 2020, and which provides emergency paid leave and expands the Family Medical Leave Act for eligible employees; and

**WHEREAS**, in compliance with the FFCRA, the City of Town and Country, Missouri (the “City”), will provide emergency paid sick leave and expanded family and medical leave to eligible employees; and

**WHEREAS**, the Board of Aldermen of the City of Town and Country has determined that it is in the City’s best interest to ensure that eligible City employees receive such necessary paid leaves of absence due to the COVID-19 Pandemic while also balancing the need for the City to ensure that it is properly staffed to provide emergency response services to its residents and neighboring communities; and

**WHEREAS**, subject to the exclusions below, in accordance with the provisions of the FFCRA, the City will provide every eligible employee, actively employed as of April 1, 2020, Emergency Paid Sick Leave in addition to any other leave to which the employee is entitled under the Town and Country Policy Manual. Such Emergency Paid Sick Leave under the FFCRA shall be available commencing April 1, 2020, through December 31, 2020, unless extended by federal law.

For purposes of this Section, the term “actively employed” shall mean an employee, but not a contractual employee, who was employed by the City as of April 1, 2020, whether being compensated for actual hours worked or for paid leave under the Policy Manual of the City.

Section One: All actively employed individuals are eligible under The Act for:

Two weeks (up to 80 hours) of Paid Sick Leave under the FFCRA shall be available for use by employees when the employee is unable to work or telework due to the need for leave because of any of the following qualifying events:

- a. The employee has been placed under a federal, state or local quarantine or isolation order relating to COVID-19.
- b. The employee has been advised by a health care provider to self-quarantine for reasons relating to COVID-19.
- c. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.



Section Two: All actively employed individuals are eligible under The Act for:

Two weeks (up to 80 hours) of paid sick leave at two-thirds the employees regular rate of pay under the FFCRA shall be available for use by employees when the employee is unable to work or telework due to the need for leave because of any of the following qualifying events:

- a. The employee is caring for an individual who is subject to a federal, state or local quarantine or isolation order or advised by a health care provider to self-quarantine for reasons relating to COVID-19.
- b. The employee is caring for a child under the age of 18 because the child's school or place of care is closed or because their child care provider is unavailable for reasons related to COVID-19.
- c. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human services in consultation with the Secretary of the Treasury and Secretary of Labor of the United States Government

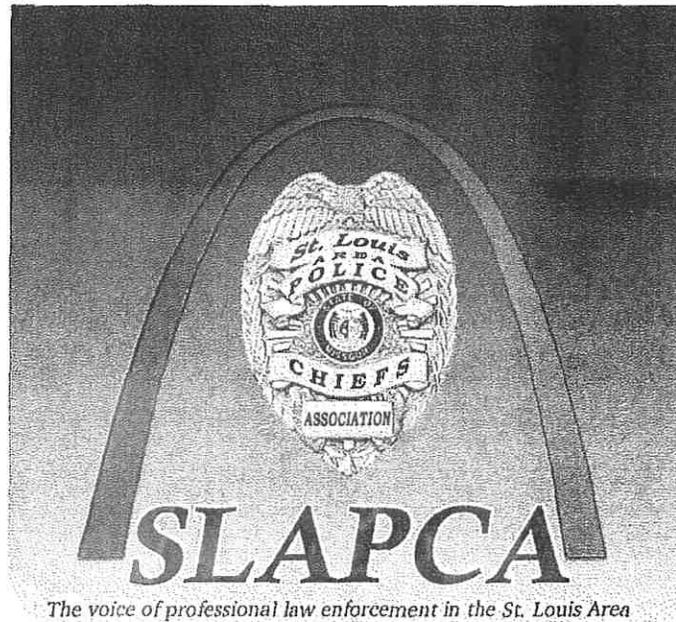
Section Three: All actively employed individuals are eligible under The Act for:

Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay if the employee is caring for a child under the age of 18 because the child's school or place of care is closed or because their child care provider is unavailable for reasons related to COVID-19.

Section Four:

1. Exclusions: Under the FFCRA, in order to ensure that emergency response services are provided, governments are permitted to exclude emergency response personnel from provisions of this law. As such, all police personnel (except for clerical staff) are excluded from eligibility for Emergency Paid Sick Leave due to subsection (b) of Section Two, and the entirety of Section Three pertaining to care for a child under the age of 18 because the child's school or place of care is closed or because their child care provider is unavailable for reasons related to COVID-19. Accommodations for these employees may be made subject to the needs of the City during the COVID-19 pandemic. Additionally, no Emergency Paid Sick Leave time may be donated to any other employee.
2. The paid sick leave contemplated under the Emergency Paid Sick Leave section of the Act is in addition to any other sick leave to which an employee is otherwise entitled under the City's Personnel Manual.
3. The total hours of Emergency Paid Sick Leave under this Section shall be limited to:
  - a. Full-time Employee - 80 Hours;

- b. Part-time employees – equal to the number of hours generally worked in a 2-week period
4. Limits to Emergency Paid Sick Leave under this Section in accordance with the Act:
    - a. Paid sick leave for employees qualifying under Section One (self-care) shall be limited to the lesser of 100% of normal pay or \$511 per day and shall not exceed \$5,110 for an individual employee during calendar year 2020.
    - b. Paid sick leave for employees qualifying under Section Two (care for others) shall be the lesser of two-thirds of normal pay or \$200 per day and shall not exceed \$2,000 for an individual employee during calendar year 2020.
  5. Emergency Paid Sick Leave accruals under the FFCRA shall expire on December 31, 2020, and shall not be carried over from 2020 to a future year.
  6. The City will not require an employee to use other paid leave to which the employee is otherwise entitled before the employee uses the Emergency Paid Sick Leave provided in this Section, but the employee may choose to do so to bring the two-thirds up to 100%.
  7. The Expanded FMLA section of the Act adds paid FMLA-protected leave for employees who cannot work because they need to stay home with children under the age of 18 due to school or daycare closure. It does not extend pay to other traditional FMLA leave events. The Expanded FMLA section does not add additional time to the 12 weeks in a 12 month period. If the employee has already used 5 weeks of FLMA earlier in the 12 month period, they would only be eligible for 7 weeks of expanded FMLA leave and pay. The paid FMLA is paid at the lesser of two-thirds of normal pay up to \$200 per day (\$10,000) in the aggregate.



# **Mutual Aid Agreement Emergency Police Services St. Louis County, Missouri**

## **Mutual Aid**

**Pursuant to Missouri State Statute 44.090 and House Bill 1355 identifying designating authority, fiscal responsibility, legal standing and protections, the agencies enacting any provision of this agreement shall be afforded all statutory protections allowable under the law.**



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**Definitions:**

Requesting Agency – The agency whose department head or representative recognizes a need for assistance and requests outside agency's into their jurisdiction for assistance.

Support Agency – Any agency whose officers respond to in any capacity to provide police services within the jurisdiction of the requesting agency.

Contiguous Agency – Any agency who shares a common border with the requesting agency.

Geographical Boundary – Those boundaries established within this document pertaining only to those specific areas grouped by designation as North, South, East or West areas.

**Purpose:**

In recognition of the need to respond to emergencies across jurisdictional boundaries and the potential need to assist agencies suffering from labor shortages in response to the potential for the impact of a regional pandemic, this mutual aid agreement sets forth parameters for requesting assistance from participating members.

**Goals:**

To provide manpower and assistance to ensure continuity of services within all police jurisdictions.

**General Provisions:**

Upon agreement, each agency collectively agrees to the following –

Prior to Requesting Manpower Assistance for the purpose of handling emergency calls within the individual jurisdiction:

1. The requesting agency shall have exhausted all supplementary manpower to include the utilization of all specialized assignment personnel for patrol response purpose.
2. The requesting agency will have enacted a modified shift procedure with twelve hour shifts and minimal days off. Agency's agree that they will follow specific emergency staffing guidelines and exhaust all possible staffing scenarios prior to enacting this mutual aid agreement.
3. The requesting agency will have notified the public of their response to only priority-based calls for service of an emergency nature, and utilized the best strategy to handle non-emergency reporting procedures.
4. The requesting agency shall upon their first opportunity staff their jurisdiction with their respective officers allowing for responding officers to return to their jurisdictions.

**Responsibilities:**

1. Upon discovery of a circumstance which would lead an agency head to determine that they are no longer capable of staffing at a level that provides full emergency response capabilities, that agency head should contact the signing agencies of this document and formally request supplemental staffing assistance for the next twelve hour operational period.
2. During the first twelve-hour operational period, the requesting agency head should conduct a needs assessment and written request for the anticipated minimum period of time to ensure basic emergency response for their jurisdiction.
3. The requesting agency head should contact the supporting agency head(s) and ascertain the appropriate level of support, length of time for that support and the least disruptive support available.
4. The requesting agency shall be responsible for arranging supervision for all officers working within their jurisdiction at all times. This supervisor may not necessarily be a supervisor in the employ of the requesting agency, but must be supervision that was pre-arranged either through existing mutual aid agreements or other cooperative agreements. There may be circumstances where the supervisor from an adjoining agency is responsible for multiple jurisdictions, but at all times there must be a designated supervisor for each individual jurisdiction and officers made aware of the supervisory hierarchy.
5. Each agency will make arrangements to ensure that the preparation of police reports for incidents occurring within their jurisdiction are when possible prepared by a member of their agency, using their existing records management system. Any police reports prepared by external agency's should be documented by the officer handling the incident and classified as a miscellaneous or Assisting Other Agency report. The requesting agency will be responsible for reporting statistics for UCR/NIBRS reporting as well as all follow up investigations and supplemental reporting. Reports will be approved by the requesting agency supervisor.
6. All agency's using this Mutual Aid agreement shall agree to operate under similar policy Guidelines. IN the event of policy discrepancies, individual officers will operate under their home agency policies. Policy issues affecting the provision of services will be resolved by the acting supervisor of the requesting agency.
7. Any and all support provided should be documented in detail by the requesting agency.

## **Request Phases:**

**1. Phase 1** – Phase 1 (one) is evidenced by a severe manpower shortage in which an agency is capable of providing minimum staffing levels within their jurisdiction that allows for response to emergency calls, but may not provide appropriate officer safety protocols or the ability to respond to multi-officer events. For smaller agencies this may be one or two officers on duty, for larger agencies it may be many more officers on duty, this determination will be one of the factors an agency head uses to enact this mutual aid agreement. During this stage, the requesting agency will contact those agencies that share a contiguous border and request that those agencies monitor the radio traffic of the requesting agency and send officers into that jurisdiction for assist purposes or in response to no officers available at that time (J-0 status). The purpose of this phase is to allow jurisdictions to provide their own police services but also allow for the augmentation of services for officer safety or priority one calls for service.

**2. Phase 2** - Phase 2 (two) is evidenced by a partial or complete inability by the requesting agency to staff basic emergency response procedures. During this phase the requesting agency will contact agencies within their Geographical Boundaries (see Geographical Boundaries Guide below) and begin the process of having outside jurisdiction(s) provide patrol services solely within the requesting agency's boundaries. This phase will involve full patrol response by outside organizations, however during this phase there will be no self-initiated activity nor any response to non-priority emergency calls.

**3. Phase 3** – Phase 3 (three) is evidenced by multiple agency breakdowns within a geographical boundary, and the inability of several clustered jurisdictions to provide full service emergency police response for their jurisdiction. Under Phase 3 it is assumed that agencies will be effected with varying levels of severity based on their geographical location, and neighboring or geographically similar agency's are in the same dire situation as the requesting agency.

During Phase 3 the St. Louis Area Police Chiefs will assign personnel to the St. Louis County Back Up Emergency Operations Center located at 14847 Ladue Bluffs Crossing, Chesterfield MO 63017. At the backup EOC SLAPCA representatives will organize a response resource management program which will serve as a clearinghouse for all requests for supplemental police services County wide. Agency heads will report to the SLAPCA EOC all officers available as resources to assist those agency's with severe manpower shortages, and will facilitate the assignment of emergency response law enforcement officers to those jurisdictions. In Phase 3, jurisdictions will be utilized County wide to ensure that at a minimum priority one police emergency response will be facilitated.

**Communications:**

Communications will be conducted using the plain language doctrine. Ten Codes, Radio Language and any other coded language will not be used during any implementation of this plan. This does not alleviate those using communications of their responsibility to act professionally and responsibly when communicating on any communication system.

Currently all St. Louis County (Public Safety Answering Points) PSAPS are working towards a mutual aid agreement and all communications will be provided by qualified, trained personnel.

**Geographical Boundaries:**

**NORTH QUADRANT – Bordered by the County boundaries to the North, East and West and the Southern border is highway 70.**

**CENTRAL QUADRANT – Bordered by 70 on the North, 270 on the West, 44 to the South and the City of St. Louis to the East.**

**WEST QUADRANT – Bordered by Highway 70 to the North, St. Charles County/Franklin County to the West, Highway 44 to the South and 270 to the East.**

**SOUTH QUADRANT – Bordered by Highway 44 to the North, Franklin/Jefferson County to the West, Jefferson County to the South and St. Louis City to the East.**

**(It should be noted that for the purposes of the Quadrant assignments there will be overlapping agency's in the West and Central corridors.)**

**Effective Administration and Execution of this MOU:**

1. This Mutual Aid Agreement shall be reviewed on an as needed basis and will remain in full force and effect until specifically revoked in writing by one of the parties to this agreement.
2. Agencies will keep an open line of communication to resolve any questions or issues that may arise that are not specifically addressed in this Agreement.

**Duration of Agreement:**

This agreement becomes effective on the date of receipt and shall remain in full force and effect until the agreement is terminated in writing by any agency not wishing to participate. Any agency putting in place any portion of this Mutual Aid Agreement by the nature of their enacting the agreement agrees to abide by the full document.

# ST. LOUIS COUNTY QUADRANT MAP GUIDELINE

