

BILL NO. 2469

ORDINANCE NO. 2293

AN ORDINANCE AUTHORIZING THE CITY COUNCIL OF THE CITY OF CHESTERFIELD TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF CHESTERFIELD, MISSOURI, WITH ST. LOUIS COUNTY MISSOURI, FOR PROVISION OF MUNICIPAL ORDINANCE PROSECUTION SERVICES, AND PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE.

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

SECTION 1. The City Administrator is hereby authorized to execute a contract on behalf of the City of Chesterfield, Missouri, with St. Louis County for provision of municipal ordinance prosecution services, as set forth in the attaché contract marked as Exhibit "1" and made a part hereof as though fully set out herein.

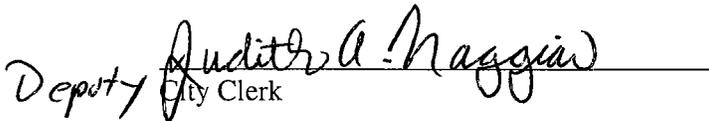
SECTION 2. All attorneys employed by the St. Louis County Counselor's Office and designated by the St. Louis County Counselor are hereby appointed as Mental Health Court Prosecuting Attorneys for the City of Chesterfield, Missouri.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 6<sup>th</sup> day of September 2006.

  
Mayor

ATTEST:

  
Deputy City Clerk

(FIRST READING: 8/21/06)

**CONTRACT FOR PROSECUTION OF MUNICIPAL ORDINANCES  
IN ST. LOUIS COUNTY MUNICIPAL COURT'S  
MENTAL HEALTH COURT/JAIL DIVERSION PROGRAM**

THIS CONTRACT, entered into by and between the CITY OF CHESTERFIELD, MISSOURI, a municipality in St. Louis County Missouri, hereinafter referred to as CITY, and ST. LOUIS COUNTY, MISSOURI, a Charter County, hereinafter referred to as the COUNTY:

WITNESSETH THAT:

WHEREAS, the provisions of Section 70.210 to 70.320, inclusive, RSMo. 1994 empower municipalities and other political subdivisions to contract and cooperate with each other for a common service, and Section 2.180(20) 1979, St. Louis County Charter, provides that the County Council may authorize contracts between the COUNTY and an incorporated area for a common service; and

WHEREAS, Section 479.040 RSMo. permits a town within a county having a county municipal court to contract with that county to have the town's ordinances prosecuted, heard and determined in the county municipal court; and

WHEREAS, the prosecution of ordinance violations constitutes a service within the scope of the powers of the CITY and COUNTY; and

WHEREAS, the COUNTY is authorized to enter into this Contract by Section 105.110 SLCRO, 1974, as amended; and

WHEREAS, the county operates the St. Louis County Municipal Court System which furthermore operates the St. Louis County Municipals Court's Mental Health Court/Jail Diversion Program; and

WHEREAS, police services for the CITY are provided by CHESTERFIELD POLICE DEPARTMENT, which department is a member of the St. Louis County Crisis Intervention Team (CIT) Coordinating Council and which thereby has trained CIT officers to respond to and handle incidents within the CITY involving persons with possible mental illness; and

WHEREAS, the CITY desires its CIT officers to be able to apply for charges and prosecution of its ordinance violations, wherein a suspect has a possible mental illness, with the St. Louis County Municipal Court's Mental Health Court/Jail Diversion Program, and

WHEREAS, the CITY has enacted and approved Ordinance No. 2293, a copy of which is attached hereto and made a part hereof, authorizing the CITY to execute this contract and to appoint any or all attorneys of the St. Louis County Counselor's Office, designated by the St. Louis County Counselor thereof, as Prosecuting Attorneys of said CITY:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND THE COUNTY AS FOLLOWS:

(1) The COUNTY shall provide all personnel, services, equipment and facilities necessary for the hearing and determination of the CITY ordinance violations set in the St. Louis County Municipal Court's Mental Health Court/Jail Diversion Program as contemplated in Sections 489.040.4 and 66.010 RSMo.

(2) The COUNTY shall render to the CITY the general prosecution services in the enforcement of the ordinances of the CITY where the suspect has a perceived mental illness, as it now renders to all of unincorporated St. Louis County, including

all appeals resulting therefrom.

(3) The attorneys of the St. Louis County Counselor's office shall, without detracting from their power and authority as members of the St. Louis County Counselor's Office, serve as prosecuting attorneys of the CITY, and shall perform such duties as are required to prosecute municipal ordinances of the CITY where the suspect has a perceived mental illness and his charges are set in the St. Louis County Municipal Court's Mental Health Court/Jail Diversion Program.

(4) The clerks and judges of the St. Louis County Municipal Court shall perform such duties as are required to hear and determine municipal ordinance violations of the CITY which are set in the Mental Health Court/Jail Diversion Program.

(5) The COUNTY shall assess and collect all fines and costs generated by the hearing and determination of the municipal ordinance violations of the CITY which are set in the Mental Health Court/Jail Diversion Program. The COUNTY shall retain such fines as compensation for services rendered in accordance with paragraph (10) of this Contract. With regards to court costs, the COUNTY shall assess, collect and distribute such court costs as allowed or required by law, and shall retain the CITY'S share of such costs as further compensation for this contract.

(6) Upon reasonable request, the COUNTY shall provide an accounting to the CITY of the number of cases finally determined, and the fines and costs assessed and collected, through the provision of services as contemplated herein.

(7) Certified copies of the CITY'S municipal ordinances, the violations of which are to be heard and determined under this Agreement, are attached hereto and are incorporated herein by reference as if set out fully herein. The CITY shall supply St. Louis County

with additional certified copies of its ordinances when requested and shall supply at least two such copies to the Court Administrator at the commencement of this contract.

(8) If the CITY desires to initiate prosecution through complaints and/or informations, the CITY shall provide all documents, information, witnesses and materials necessary to such prosecution, and the CITY shall otherwise cooperate with the COUNTY in the provision of such documents, information, witnesses or materials as may be necessary for said prosecution.

(9) Any such charges placed in the Mental Health Court/Jail Diversion Program, which the COUNTY decides at some point, need to be removed from said Mental Health Court/Jail Diversion Program, shall be placed on a regular docket of the St. Louis County Municipal Court for any further necessary prosecution and disposition.

(10) Once the case is referred to St. Louis County for handling, the County shall receive all fines and costs generated by the prosecution of that case under the terms of this Contract. The City hereby assigns the COUNTY the said amount, to be retained by the COUNTY as such fines and costs are collected. In addition, the CITY shall pay the COUNTY for the services set out herein, \$300.00 per person referred and accepted on the Mental Health Court, up to a maximum of \$3,000.00/year regardless of total number of referred persons accepted within that year.

(11) Either party may terminate this Contract at any time by giving the other party sixty (60) days prior written notice.

(12) This Contract shall take effect on the \_\_\_\_ day of \_\_\_\_\_, 2006, and shall expire on the \_\_\_\_ day of \_\_\_\_\_, 2007. It is further agreed by the parties that should they wish to enter into a similar contract for such services for the year succeeding this contract and years subsequent thereto but are unable, by \_\_\_\_\_, 2007 or by

\_\_\_\_\_, of any subsequent year, to agree on the terms of any such renewal, the terms of the present contract shall continue in effect until such time as either the parties reach an agreement on the said terms or one of the parties elects to terminate by giving the other party sixty (60) days prior written notice.

IN WITNESS HEREOF, both parties have affixed their signatures to this Contract.

CITY OF CHESTERFIELD, MISSOURI      ST. LOUIS COUNTY, MISSOURI

By *Michael G. Herring*      By \_\_\_\_\_  
Michael G. Herring, City Administrator      County Executive

ATTEST:

ATTEST:

*Deputy* *Judith A. Haggan*  
City Clerk

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

APPROVED:

*R. M. [Signature]*  
City Attorney

\_\_\_\_\_  
County Counselor

APPROVED:

\_\_\_\_\_  
Accounting Officer

APPROVED:

\_\_\_\_\_  
St. Louis County  
Municipal Court Administrator



# CRISIS INTERVENTION TEAM OF GREATER ST. LOUIS

Major Robert Trittler, Chairman  
Coordinating Council

7900 FORSYTH BOULEVARD  
ST. LOUIS, MISSOURI 63105  
314-615-2551  
E-MAIL: [trittler@stlouisco.com](mailto:trittler@stlouisco.com)

## PARTICIPATING AGENCIES

BHR - BEHAVIORAL HEALTH RESPONSE  
BJC BEHAVIORAL HEALTH  
CHRISTIAN HOSPITAL  
DEPAUL HOSPITAL  
HYLAND CENTER  
KUTO - KIDS UNDER TWENTY-ONE  
LIFE CRISIS  
MHA - MENTAL HEALTH ASSOCIATION  
MISSOURI DEPARTMENT OF MENTAL HEALTH  
METROPOLITAN PSYCHIATRIC CENTER  
NAMI ST. LOUIS  
PLACES FOR PEOPLE  
ST. ANTHONY'S MEDICAL CENTER  
ST. JOHN'S MERCY MEDICAL CENTER  
ST. LOUIS COUNTY MENTAL HEALTH COURT  
ST. MARY'S HOSPITAL

## PARTICIPATING POLICE DEPARTMENTS

BALLWIN  
BELLEFONTAINE NEIGHBORS  
BRIDGETON  
CHESTERFIELD  
CLAYTON  
COUNTRY CLUB HILLS  
CRESTWOOD  
CREVE COEUR  
ELLISVILLE  
EUREKA  
FLORISSANT  
HAZELWOOD  
MANCHESTER  
MARYLAND HEIGHTS  
NORMANDY  
NORTHWOODS  
OVERLAND  
RICHMOND HEIGHTS  
ST. JOHN  
ST. LOUIS COUNTY  
ST. LOUIS METROPOLITAN  
SHREWSBURY  
TOWN & COUNTRY  
UNIVERSITY CITY  
UNIVERSITY OF MISSOURI-ST. LOUIS  
WASHINGTON UNIVERSITY  
WEBSTER GROVES

February 16, 2006

John Nations, Mayor  
City of Chesterfield  
690 Chesterfield Parkway W  
Chesterfield, MO 63017

Dear Mayor Nations:

The St. Louis County Council has passed an ordinance authorizing St. Louis County government to establish contracts to provide Mental Health Court Services to Municipalities with CIT trained police officers. In previous correspondence, the annual cost of providing mental health court services was listed as \$3000.00. A number of municipalities have expressed their desire to participate, but have requested that the cost be based on the number of persons referred to the court.

In order to accommodate this request, the ordinance is being revised. The cost to refer an individual to the Mental Health Court will be \$300.00 with a maximum annual cost of \$3000.00 regardless of the number of referrals.

The St. Louis County Mental Health Court was created in October 2001 to provide an alternative to traditional court procedures by offering intensive monitoring and counseling for individuals with mental illness arrested in St. Louis County. Between October 1, 2001 and September 30, 2005, the Mental Health Court program has accepted 422 clients. It is significant to point out that over the last two years, 45% of all Mental Health Court participants were referred by CIT officers. Among the 240 cases that were terminated by the end of year four, 182 (76%) successfully completed the Mental Health Court program requirements.

The Mental Health Court Program is successful because it is a collaborative partnership between many agencies, including the St. Louis County Municipal Court and Municipal Court Judges, the County Counselor's office, the St. Louis County Police CIT program, the Department of Justice Services, the National Alliance for the Mentally Ill (NAMI), BJC Behavioral Health, Missouri Department of Mental Health, and the Behavioral Health Response organization.

For more information regarding contracting for Mental Health Court Services, please contact Joyce Kelley of the County Counselor's office at (314) 615-7042.

Sincerely,



Major Robert Trittler  
Chairman, Coordinating Council  
Crisis Intervention Team of St. Louis County



Joyce Kelley  
Associate County Counselor  
Chief Prosecutor  
St. Louis County Municipal Court



Roy Mueller  
Director  
Department of Justice Services

cc: Rick Brunk, Municipal Judge  
Tim Engelmeyer, Prosecuting Attorney  
Ray Johnson, Chief of Police