AN ORDINANCE OF THE CITY OF BEL-RIDGE, MISSOURI AMENDING ORDINANCE NO. 2021-10 AND AUTHORIZING THE MAYOR TO ENTER INTO A REVISED CONTRACT AND MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NORMANDY, MISSOURI TO PROVIDE POLICE SERVICES TO THE CITY OF BEL-RIDGE.

WHEREAS, the Board of Aldermen of the City of Bel-Ridge, Missouri (the "City") has determined that, in light of extreme financial conditions, it is no longer feasible for the City to continue to operate its own police department and that it is in the best interest of the City to discontinue the operation of its police department and to enter into a contractual agreement with another government entity to provide police services; and

WHEREAS, in connection with discontinuing operation of its police department, the Board of Aldermen of the City intends to dispose of the police department's vehicles and equipment; and

WHEREAS, in order to continue to provide the City with necessary police services, the City requested and received proposals from various governmental entities to provide police services; and

WHEREAS, the Board of Aldermen of the City has determined that the Normandy Police Department can provide all necessary police services to the City and that it is in the best interest of the City to enter into a contractual agreement with the City of Normandy, Missouri ("Normandy") to provide such police services; and

WHEREAS, on June 10, 2021, the Board of Aldermen of the City adopted Ordinance No. 2021-10 approving a mutual law enforcement assistance agreement between the City and Normandy and authorizing the Mayor of the City to enter into such an agreement; and

WHEREAS, since the adoption of Ordinance No. 2021-10, Normandy has proposed certain material revisions to the police services agreement and the Board of Aldermen of the City desire to approve such revisions to the agreement and authorize the Mayor of the City to enter into such revised agreement; and

WHEREAS, since the adoption of Ordinance No. 2021-10, Normandy has provided certain interim police services to Bel-Ridge and the Board of Aldermen of the City desire to approve a Memorandum of Understanding ("MOU"), which addresses reimbursement to Normandy by Bel-Ridge for such interim police services, and to authorize the Mayor of the City to enter into such MOU.

# NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF ALDERMEN OF THE CITY OF BEL-RIDGE, MISSOURI, AS FOLLOWS:

**SECTION 1.** Ordinance No. 2021-10 is hereby amended to replace Exhibit A to that Ordinance with **Exhibit A**, attached hereto and incorporated herein by reference. The Mayor of the City is hereby authorized to enter into a revised police services agreement with Normandy in substantial conformity with the terms shown on **Exhibit A**, attached hereto and incorporated herein by this reference, as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing the same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

**SECTION 2.** The Board of Aldermen of the City hereby approves the MOU with Normandy for interim police services. The Mayor of the City is hereby authorized to enter into a MOU with Normandy in substantial conformity with the terms shown on **Exhibit B**, attached hereto and incorporated herein by reference, as if set out here in full, together with such changes therein as shall be approved with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

**SECTION 3.** The Mayor and other appropriate City officials are hereby authorized to execute the revised Agreement, MOU, and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

**SECTION 4.** This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and its approval by the Mayor.

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APPROVED BY THE BOARD OF ALDERMEN ON THIS D OF JULY, 2021.	ΑΥ
Drogiding Office.	
Presiding Officer	
Attest:	
Andrea Jones, City Clerk	
APPROVED THIS ( DAY OF July , 2021.	
X Willis for	
Willie Fair, Mayor	
Attest:	
Andrea Jones, City Clerk	

## MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

THIS AGREEMENT made and entered into as of this 1<sup>st</sup> day of July, 2021 by and between the City of Normandy, Missouri (hereinafter referred to as "Normandy"), and the City of Bel-Ridge, Missouri (hereinafter referred to as "Bel-Ridge"), both duly organized municipal corporations in the State of Missouri,

Whereas, the provisions of Sections 70.210 to 70.320, inclusive, of the Revised Statutes of Missouri, empower municipalities to contract and cooperate with each other for a common service; and

Whereas, the provisions of Sections 70.800 to 70.815, inclusive, of the Revised Statutes of Missouri, expressly empower municipalities to contract and cooperate with each other for common police services, and

Whereas, Bel-Ridge desires police protection and enhanced 911 answering services for the residents, homes and other establishments within its corporate geographic limits, from Normandy; and

Whereas, on June 10, 2021, the Bel-Ridge Board of Aldermen duly authorized the Mayor of Bel-Ridge to execute this Agreement and to appoint any or all police officers of the Normandy Police Department designated by the Normandy Chief of Police as police officers of Bel-Ridge; and

Whereas, on June 8, 2021, the Normandy City Council has duly authorized the Mayor of Normandy to execute this Agreement; and

Whereas, the Memorandum of Understanding between Bel-Ridge and the Laborers' International Union of North America Local Union No. 42, as amended April 10, 2018, has expired as of April 5, 2021, and Bel-Ridge has the ability to enter this Agreement.

Now, therefore, it is agreed by and between Normandy and Bel-Ridge as follows:

### <u>ARTICLE I - POLICE SERVICES OF NORMANDY</u>

- 1.1 Normandy, through the members of its Police Department, agrees to provide to Bel-Ridge police protection and services as more fully described in this Agreement.
- 1.2 Normandy will furnish Bel-Ridge with all necessary police protection and services to enforce all Federal and State laws insofar as the same come within the knowledge and notice of the members of Normandy's Police Department. Police protection and services shall include, by way of illustration and not of limitations, the following ("Police Services"):
  - a) Normandy will provide dispatch services and twenty-four-hour police patrol and protection to Bel-Ridge including traffic enforcement. The service area of the Normandy Police Department shall be divided into two or more sectors for patrol. Bel-Ridge will be included within one of those sectors. It is agreed that, under

normal circumstances, a patrol/police vehicle shall be visible on each and every street in Bel-Ridge for at least one patrol every 3-hour period, twenty-four hours per day. Provided, however, that this level of visibility shall not be required when Normandy police units are called to the scene of a fire or as primary or back-up units to assist in response to the occurrence of a major felony, traffic accident or when another police officer is in need of immediate aid.

- b) In addition to the other police services to be provided, Normandy will provide or cause to be provided other police services for investigation and/or prosecution of major felonies as are requested by Bel-Ridge.
- c) Normandy will enforce all General Ordinances and Codes of Bel-Ridge.
- d) The Normandy Police Department will serve or cause to be served all summons issued by Bel-Ridge and all warrants issued by the Municipal Judge of Bel-Ridge. The Normandy Police will assist the fire marshal and/or Code enforcement official in the service of any and all summons pertaining to Health, Housing, Licensing, Real Estate, and Zoning.
- e) Normandy will require the attendance of any member of the Police Department at any trial or court proceeding where the attendance of such person is necessary as a witness in any matter occurring in Bel-Ridge that is pending before the Municipal Court of Bel-Ridge or other state or federal courts. Excluding the Chief of Police, Bel-Ridge agrees to pay Normandy the sum of forty-five dollars (\$45.00) per appearance for each member of the Normandy Police Department who is required to appear at any such court proceedings until the case is disposed of. Officers will be in full uniform presenting a professional image consistent with departmental policy.
- f) All police related reports required to be filed with any governmental agency shall be filed by the Normandy Police Department. The Chief of Police of Normandy will make available to the Mayor of Bel-Ridge a copy of each and every Incident Report regarding activities and police calls in Bel-Ridge. A monthly report of all calls, incidents, arrests, and traffic observations in Bel-Ridge will be forwarded to the Mayor and Board of Aldermen of Bel-Ridge at the regularly scheduled Board of Aldermen meeting. All records pertaining to the police service rendered by the Normandy Police in Bel-Ridge will be available for inspection by the Mayor.
- g) The Chief of Police of Normandy, or his duly authorized representative, shall attend any meeting of the Board of Aldermen of Bel-Ridge when requested by the Mayor at least seventy-two hours in advance of the meeting.
- h) Normandy will provide security services at all meetings of the Board of Aldermen of Bel-Ridge.
- i) Normandy will designate a liaison officer to remain in contact with Bel-Ridge officials and keep up to date on all police related matters in Bel-Ridge. The liaison officer shall attend one meeting a month of the Board of Aldermen to provide Bel-

Ridge officials with a monthly update of the services provided to Bel-Ridge and occurrences that are of interest to Bel-Ridge.

1.3 The Normandy Police Department may interview and hire one or more qualified applicants from the Bel-Ridge police force to meet the increased staffing needs of providing Police Services to Bel-Ridge.

#### <u>ARTICLE II - BEL-RIDGE</u>

- 2.1 Bel-Ridge, through its public officials, agrees to participate in this Agreement as more fully described herein.
- 2.2 Bel-Ridge will keep, or cause to be kept, to the extent reasonably possible, all streets and alleys free of snow to provide access for police vehicles solely for the purpose of assisting Normandy in its response time to render police protection and services.
- 2.3 Bel-Ridge shall provide the Normandy Police Department with current copy of its ordinances and code, including providing copies of new ordinances within 10 days of enactment thereof.
- 2.4 Bel-Ridge shall make available to the Normandy Police Department the police department facilities located in Bel-Ridge City Hall at 8920 Natural Bridge Road, Bel-Ridge, Missouri 63121 (the "Bel-Ridge Facilities"), on a reasonable basis to be used as a sub-station in a manner consistent with Bel-Ridge's rules and regulations. During the term of this Agreement, Normandy agrees to continuously occupy the Bel-Ridge Facilities. The base fee paid by Bel-Ridge to Normandy as provided in Article III below includes the cost of the reasonable use of the Bel-Ridge Facilities by the Normandy Police Department during the term of this Agreement.
- 2.5 Bel-Ridge shall pay for the cost of providing, equipping and maintaining five (5) new patrol vehicles via lease/purchase programs bi-annually. These vehicles will be utilized for patrol and prospective traffic officer assignments (the "Patrol Vehicles"). Bel-Ridge shall also pay for the cost of the tri-annual lease/purchase of one (1) administrative vehicle for administrative purposes and use of the Bureau of Criminal Investigations (the "Administrative Vehicle" and, collectively with the Patrol Vehicles, the "Bel-Ridge Fleet"). Normandy shall have ownership of the Bel-Ridge Fleet. The obligation of Bel-Ridge to provide the Bel-Ridge Fleet may be satisfied through the use of some or all of the vehicles of the Bel-Ridge Police Department as listed in Exhibit B attached hereto (the "Vehicles") that Normandy may acquire in accordance with ARTICLE V of this Agreement. Bel-Ridge shall reimburse Normandy for the cost of maintaining insurance on the Bel-Ridge Fleet and any deductible(s) arising out of any instance(s) resulting in partial or total loss of any vehicle that is part of the Bel-Ridge Fleet.
- 2.6 On or before August 1, 2021, Bel-Ridge shall use reasonable efforts to transfer the contents of its evidence locker to the Normandy Police Department in such a manner that preserves the chain of custody of such evidence.

## **ARTICLE III - FEES AND EXPENSES**

- 3.1 For the Police Services enumerated herein, Bel-Ridge agrees to pay to Normandy a monthly fee and reimburse Normandy for such expenses as shall be determined under this Agreement.
- 3.2 The base fee for the Police Services shall be as follows:
  - a) From August 1, 2021, to January 31, 2022, the base fee for routine police services shall be \$296,330.46 for the aforementioned six-month period in equal monthly installments of \$49,388.41. The first such installment shall be due and payable on August 1, 2021.
    - i. For the period of August 1, 2021, to December 31, 2021, there shall be an additional one-time startup fee of \$30,000.00 required for uniforms, equipment, striping and other start-up costs associated with this agreement. This startup fee will be paid in five equal monthly installments of \$6,000.00 to coincide with the first five payments made pursuant to 3.2(a).
    - ii. For the period of August 1, 2021, to December 31, 2021, Bel-Ridge agrees to pay Normandy total monthly fees in the amount of \$55,388.41 which is the base fee plus one fifth of the startup fee.
  - b) From February 1, 2022, to January 31, 2023, the base fee for routine police services shall be \$592,661.00 per year payable in equal monthly installments of \$49,388.42.
  - c) From February 1, 2023, to January 31, 2024, the base fee for routine police services shall be \$610,440.83 per year payable in equal monthly installments of \$50,870.07
  - d) From February 1, 2024, to January 31, 2025, the base fee for routine police services shall be \$628,754.05 per year payable in equal monthly installments of \$52,396.17.
  - e) From February 1, 2025, to January 31, 2026, the base fee for routine police services shall be \$647,616.68 per year payable in equal monthly installments of \$53,968.06.
  - f) From February 1, 2026, to January 31, 2027, the base fee for routine police services shall be \$667,045.18 per year payable in equal monthly installments of \$55,587.10.
  - All monthly installments shall be due on the 1st day of each calendar month under the terms of this Agreement. A late payment fee equal to 1% of the monthly contract rate shall be assessed in the event payment is not received within 30 days of the due date. Late fees shall continue to accrue at a rate of 1% of the monthly contract rate every 30th day thereafter until the monthly balance is paid in full.
- 3.3 Bel-Ridge agrees to pay the following fees and expenses in addition to the base fee:
  - a) If the services of the St. Louis County Major Case Squad are rendered, Bel-Ridge will reimburse Normandy for the actual expenses incurred by Normandy which are

- payable to the entity or person other than Normandy. For this purpose, Normandy will provide Bel-Ridge all such statements or invoices which Normandy receives for such services.
- b) If providing security at any meeting of the Bel-Ridge Board of Aldermen as contemplated in Section 1.2(h) of this Agreement results in the accumulation of overtime for the attending officer(s), Bel-Ridge will reimburse Normandy for the cost of such overtime compensation. In no event shall such overtime compensation exceed \$30.00 per hour per officer. For this purpose, Normandy will provide Bel-Ridge all such statements or invoices.
- c) To the extent that Normandy incurs costs providing, equipping, maintaining or insuring the Bel-Ridge Fleet in accordance with Section 2.5 of this Agreement, Bel-Ridge shall reimburse Normandy for such costs.

#### ARTICLE IV - TERMS AND CONDITIONS

- 4.1 Normandy represents and warrants that it has attained the certification required under Section 67.287 of the Revised Statutes of Missouri. Normandy shall maintain its certification and comply with all other requirements of law enforcement agencies throughout the term of this Agreement. If at any time during the term of this Agreement Normandy fails to maintain the appropriate certification under Section 67.287 of the Revised Statutes of Missouri or otherwise fails to comply with the requirements of law enforcement agencies, Bel-Ridge shall notify Normandy (i) that it is in default under this Agreement and (ii) that it has sixty (60) days to cure such default. If Normandy fails to cure the default, Bel-Ridge may terminate this Agreement immediately for cause, notwithstanding the notice requirements of Section 6.2 of this Agreement.
- 4.2 It is expressly understood that any duly appointed officers of the Normandy Police Department who enters Bel-Ridge under the terms of this Agreement shall remain under the authority and jurisdiction of the Chief of Police of Normandy and the Mayor of Bel-Ridge shall have no control or jurisdiction over said officers.
- 4.3 It is expressly understood that all persons arrested by any Normandy Police Officer shall be turned over to the Department of Criminal Justice of St. Louis County and lodged in the St. Louis County Jail and admitted to bail in such manner as the County shall prescribe. Nothing herein shall require any officer to actually take into custody any person accused of any traffic violation where, in the discretion of the officer, a copy of the charges will be sufficient to accomplish the presence of the accused.
- 4.4 Normandy agrees to indemnify and hold harmless Bel-Ridge from any and all liabilities, lawsuits, expenses, costs and attorney's fees incurred on account of the performance or non-performance of police duties by police officers of Normandy within the boundaries of Bel-Ridge including any and all illegal or unlawful acts.
- 4.5 Normandy, acting on behalf of Bel-Ridge, shall be responsible for the termination of the dispatch service agreements to which Bel-Ridge is a party and for the transition of dispatch services from Bel-Ridge to Normandy.

- 4.6 Normandy shall carry all forms of insurance that may be required, including but not limited to, a public liability policy offering minimum limits of \$2,000,000.00 bodily injury and \$2,000,000.00 for property damage; and
- 4.7 Police Professional Liability Insurance in the amount of \$1,000,000.00 per officer per occurrence. Normandy shall cause to have added Bel-Ridge and the Board of Aldermen of Bel-Ridge as additional insureds and shall forward certificates of coverage to all named parties insured prior to the commencement of services under the terms of this Agreement.
- 4.8 Normandy, the Police Chief of Normandy and each officer, before commencing any duties herein provided, shall give bond to Bel-Ridge in the amount of fifty thousand Dollars (\$50,000.00) each, the cost of which, if any, shall be paid by Normandy to secure the performance of all duties under the terms of this contract.

### ARTICLE V - BEL-RIDGE INVENTORY

- 5.1 Normandy shall conduct an inventory of the Bel-Ridge Police Department, which includes but is not limited to guns, weapons, ammunition, personnel files, and evidence.
- Normandy may (i) purchase at fair market value and upon agreeable terms the surplus equipment of the Bel-Ridge Police Department, which includes but is not limited to guns, weapons, and ammunition, as listed in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Equipment") and (ii) in lieu of the lease/purchase of new vehicles for the Bel-Ridge Fleet pursuant to Section 2.5 of this Agreement, acquire the Vehicles as listed in <a href="Exhibit B">Exhibit B</a> attached hereto (the "Vehicles", together with the Equipment, the "Inventory").
- 5.3 In connection with Normandy's acquisition of any Vehicles currently leased by Bel-Ridge, Bel-Ridge shall transfer title and/or assign its lease to Normandy, provided that the terms of such lease allow for assignment.
- In the event the Normandy Police Department acquires any of the Vehicles and uses them for Police Services, Normandy shall place the Normandy Police Insignia and detail package with the graphics "In Partnership with the City of Bel-Ridge" on the Vehicles. Normandy shall have full use of the Vehicles for purposes of providing the Police Services.
- 5.5 If Normandy elects not to purchase the Inventory, Normandy shall assist Bel-Ridge in the proper disposal of the Inventory consistent with the disposal ordinances of Bel-Ridge and applicable state regulations.
- 5.6 In the event that Normandy sells any or all of the Inventory, Normandy shall transfer the sale proceeds to Bel-Ridge less a seven and a half percent (7.5%) handling fee to be retained by Normandy and any third-party costs attributable to such sale.

## ARTICLE VI - TIME OF PERFORMANCE: TERMINATION

6.1 The services of this revised agreement shall commence at 12:01 a.m. on the 1st day of August, 2021 and shall remain in effect for sixty-six (66) consecutive months unless sooner terminated as provided herein. The parties agree and acknowledge that Normandy will

- provide interim police services beginning June 11, 2021, and ending July 31, 2021, in accordance with a separate Memorandum of Understanding, dated as of June 1, 2021.
- 6.2 It is expressly understood and agreed that this Agreement may be terminated by either party during the first sixty (60) day period hereof. After said sixty days this Agreement may not be unilaterally terminated for the next ten (10) month period hereof. It is further expressly understood and agreed that this Agreement may be terminated by either party on or after the first day of the thirteenth (13th) month of this Agreement upon one hundred eighty (180) days advance written notice of such intention delivered to the Mayor of Normandy or the Mayor of Bel-Ridge and any fees or expenses due shall be adjusted between them on a prorated basis.

IN WITNESS WHEREOF, the parties have hereunto caused these present to be signed by their respective officers with seal affixed on the day first above written.

ATTEST:	CITY OF BEL-RIDGE
Name: Andrea Jones, City Clerk	By: X le Mlee Fair Willie Fair MAYOR
ATTEST:	CITY OF NORMANDY, MISSOURI
ma Or Bear	By: MG Ben
Name: MARK BECKMANN	Mark Beckmann
CITY ADMINISTRATOR / CLERK	MAYOR
Col. Hal Hall CHIEF OF POLICE	u u
CHIEF OF POLICE	

## **EXHIBIT A**

# FORM OF MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

(Attached hereto.)

## **EXHIBIT A**

## LIST OF EQUIPMENT

The Equipment includes any and all equipment located within the Bel-Ridge Police Department located at the 8920 Natural Bridge Road, Bel-Ridge, MO 63121, including but not limited to the following equipment issued to each Bel-Ridge police officer:

- One (1) ballistic vest type IIA rated;
- One (1) 9mm Glock 19 firearm with three (3) magazines;
- One (1) duty belt;
- One (1) duty holster;
- One (1) high capacity double magazine pouch;
- One (1) handcuff case;
- One (1) mace/oleo capsicum (pepper spray);
- One (1) 21" expandable baton with carrier;
- Four (4) belt keepers; and
- One (1) taser.

## **EXHIBIT B**

## FORM OF MEMORANDUM OF UNDERSTANDING

(Attached hereto.)

# EXHIBIT B

# LIST OF VEHICLES

Year/Make/Model	VIN
2008 Ford Crown Victoria	2FAHR71V58X145569
2011 Ford Crown Victoria	2FABPZBV6BX 124838
2018 Dodge Charger	2C3CDXKTXJH218207
2018 Dodge Charger	2C3CDXKTXJH224496
2018 Dodge Charger	2C3CDXKTXJH223731
2018 Dodge Charger	2C3CDXKTXJH224495
2019 Dodge Charger	2C3CDXKTXKH582031
2019 Dodge Charger	2C3CDXKTXKH582032
2019 Dodge Charger	2C3CDXKTXKH582030
2015 Ford Explorer Police Interceptor	1FM5K8AR2FGC67633
2015 Ford Explorer Police Interceptor	1FM5K8AR2FGC67634
1986 HMMWV M1025R1	006770

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") made this 1<sup>st</sup> day of June, 2021 (the "Effective date") between the City of Normandy, Missouri ("Normandy") and the City of Bel-Ridge, Missouri ("Bel-Ridge") for the reimbursement of costs incurred prior to the effective date of the Mutual Law Enforcement Agreement ("Agreement").

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Normandy and Bel-Ridge agree as follows:

- Purpose. The purpose of this MOU is to provide a mutual agreement regarding the
  interim police services to be provided by Normandy to Bel-Ridge and the costs to be
  reimbursed to Normandy by Bel-Ridge prior to the commencement of services under the
  Mutual Law Enforcement Agreement (the "Agreement"). The Agreement is a contract
  between Normandy and Bel-Ridge stating that Normandy agrees to provide police
  protection and services to Bel-Ridge, beginning August 1, 2021.
- 2. <u>Interim Services.</u> For the period set forth in Section 4 below, Normandy shall provide a) emergency police services to Bel-Ridge and b) limited patrol services to the extent that Bel-Ridge maintains at least three (3) of its own officers on duty.
- 3. Reimbursement. Bel-Ridge shall reimburse Normandy for the actual costs of providing such interim services, which actual costs shall consist of a) overtime compensation accrued by Normandy officers providing the interim services contemplated herein and b) the purchase of gasoline for vehicles used by Normandy officers while providing the interim services contemplated herein. In no event shall such reimbursement amount exceed the monthly base fee of \$49,388.41 as provided in Article III, Section 3.2(a) of the Agreement.
- 4. <u>Term.</u> This instrument is executed as of the date of the last signature and is effective beginning June 11, 2021. This instrument shall remain effective until July 31, 2021 ("Term").
- 5. <u>Indemnification</u>. The provisions of Article IV, Section 4.4 of the Agreement shall apply during the Term of this MOU.
- 6. <u>Assignment</u>. This MOU and any portion thereof shall not be assigned or transferred without the written consent of Normandy. Any attempt to assign or delegate this MOU without the written consent of Normandy shall be void and of no force and effect. A consent by Normandy to one assignment shall not be deemed to be a consent to any subsequent assignment.

### 7. Miscellaneous.

- (a) This MOU may be executed in one or more counterparts (including by means of facsimile or email of such), each of which shall be deemed an original, but all of which together will constitute one and the same instrument. All dates herein shall reflect time being of the essence. All decisions and determinations by the parties with regard to any matter contemplated hereunder shall be made in their sole discretion.
- (b) This document embodies a written memorandum of the entire understanding and mutual MOU of the parties and supersedes any prior verbal agreements or understandings between the parties hereto concerning the Police Services, as defined in the Agreement, provided by Normandy.
- (c) If, during the Term of this MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of Normandy and Bel-Ridge. Any such changes validly made shall become part of this MOU and subject to its terms.
- (d) During the Term of this MOU, Normandy is free to provide police services to other entities at its sole discretion.
- (e) This MOU shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the conflict of laws principles thereof.
- (f) The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Normandy and Bel-Ridge. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

THE CITY OF NORMANDY, MISSOURI	THE CITY OF BEL-RIDGE, MISSOURI
By:	By: \ Listles fair  Title: Mayor  Date: 7-9-202