

1 An Ordinance authorizing the establishment of the Criminal Justice Coordinating
2 Council through an intergovernmental cooperative agreement by and between the City, the
3 Sheriff, the Twenty-Second Judicial Circuit Court, the Circuit Attorney, the Missouri State
4 Public Defender and the Director of the Missouri Department of Corrections for the purpose
5 as set forth more specifically below; authorizing the Mayor to enter into the
6 intergovernmental cooperative agreement with the respective parties and requiring that the
7 intergovernmental agreement contain certain subjects; providing for the filling of vacancies;
8 providing, subject to appropriation, for an Executive Director and staff to be appointed by the
9 Mayor and resources to be provided by the City and that the Executive Director and staff shall
10 be members of the City’s classified service plan; requiring the CJCC to prepare and submit its
11 annual budget to the City; providing for maintaining an intergovernmental information
12 sharing agreement; providing for the termination of such agreement; providing for the
13 distribution of assets and liabilities upon dissolution; providing for the severability of the
14 agreement; requiring that the CJCC prepare and provide an annual report to the Mayor and to
15 the Board of Aldermen; and containing a severability clause.

16 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

17 **SECTION ONE.** The Criminal Justice Coordinating Council (“CJCC”) shall hereby
18 be established through an intergovernmental agreement, by and between the City, the Sheriff,
19 the Twenty-Second Judicial Circuit Court, the Circuit Attorney, the Missouri State Public
20 Defender and the Director of the Missouri Department of Corrections pursuant to the
21 authority and requirements set forth under Sections 70.210 through 70.325 RSMo., as an

1 independent advisory council, for the purpose of ensuring the fair administration of criminal
2 and juvenile justice by increasing effective communication, collaboration and planning; and,
3 to improve the criminal and juvenile justice systems' operation through effective data
4 collection, sharing and analysis crosscutting the local criminal and public health systems.

5 **SECTION TWO.** The Mayor, on behalf of the City of St. Louis, is hereby authorized
6 to enter into and execute the intergovernmental cooperative agreement establishing the CJCC
7 and the agreement shall contain such terms and conditions as may be approved by the City
8 Counselor and shall further include, but not be limited to the following:

9 A. Organization and Composition. The intergovernmental cooperative agreement
10 may provide that the CJCC be organized as a body corporate and politic, as provided for
11 under Sections 70.210 through 70.325 RSMo., and shall be composed of nine (9) ex-officio
12 voting members, five (5) appointed voting members, two (2) appointed non-voting members
13 and four (4) ex-officio non-voting members as follows:

14 1. Ex-Officio Voting Members. The Council shall consist of nine
15 (9) ex-officio voting members composed of the Circuit Attorney, the Twenty-
16 Second Judicial Circuit Court Administrator, the Police Commissioner, the
17 Administrative Judge of the Municipal Division of the Twenty-Second Judicial
18 Circuit Court, the Clerk of the Municipal Division of the Twenty-Second
19 Judicial Circuit Court, the Sheriff, the District Public Defender, the Corrections
20 Commissioner of the City of St. Louis, and the Probation and Parole

1 Administrator for the Eastern Region of the State of Missouri. The terms of
2 the ex-officio members shall correspond to their respective official terms.

3 2. Appointed Voting Members.

4 (a) The Presiding Judge of the Twenty-Second Judicial
5 Circuit Court shall appoint one (1) judge of the Twenty-Second
6 Judicial Circuit Court to serve as a member on the CJCC. The
7 appointed judge shall be a voting member and shall serve at the
8 pleasure of the Presiding Judge.

9 ~~(b) The appointed judge of the Twenty-Second Judicial~~
10 ~~Circuit Court shall, at the recommendation of the Executive~~
11 ~~Director of the CJCC, appoint two (2) voting members who~~
12 ~~represent stakeholder agencies that provide supportive services~~
13 ~~to the criminal justice system. The initial term for these~~
14 ~~appointed members shall initially be two years for one of~~
15 ~~supportive stakeholder members and four years for the other.~~
16 ~~Thereafter, members appointed to these positions shall have~~
17 ~~terms of four (4) years or until his or her successor is duly~~
18 ~~appointed and qualified.~~

19 **(b) The appointed judge of the Twenty-Second Judicial**
20 **Circuit Court shall, at the recommendation of the Executive**
21 **Director of the CJCC, appoint two (2) voting members who**

1 represent community based stakeholder agencies whose
2 mission aligns with the CJCC priorities. The criteria to be
3 used by the Executive Director's recommendation of these
4 two positions shall be set forth in the intergovernmental
5 cooperative agreement. The initial term for these appointed
6 members shall initially be two years for one member and
7 four years for the other. Thereafter, members appointed to
8 these positions shall have terms of four (4) years or until his
9 or her successor is duly appointed and qualified.

10 (c) The Circuit Attorney shall appoint one (1) attorney from
11 the Circuit Attorney's Office to serve as a member on the
12 CJCC.

13 (d) The Sheriff's Office shall appoint one (1) deputy from
14 the Sheriff's Office to serve on the CJCC.

15 3. Appointed Non-voting Members. The Circuit Attorney shall
16 appoint one (1) non-voting member who has a background in providing
17 prosecution based crime victim services. The Police Commissioner shall
18 appoint one (1) non-voting member who has a background in providing law
19 enforcement based crime victim services. The terms for these appointed
20 members shall initially be two years for the member with the law enforcement
21 crime victim services background and four years for the member with the

1 prosecution based crime victim services background. Thereafter, members
2 appointed to these positions shall have terms of four (4) years or until his or
3 her successor is duly appointed and qualified.

4 4. Ex-officio Non-Voting Members. The Mayor, the President of
5 the Board of Aldermen, the City Counselor and the Director of Public Safety
6 shall serve as ex-officio non-voting members. The terms of the ex-officio non-
7 voting members shall correspond to their respective official terms.

8 B. Powers and duties. The intergovernmental cooperative agreement shall set forth
9 the powers of the CJCC to ensure that the CJCC has all powers reasonably necessary to
10 function under the intergovernmental cooperative agreement including, but not be limited to
11 the following:

- 12 1. To sue and be sued in its corporate name;
- 13 2. To take and hold any property, real or personal, in fee simple or otherwise;
- 14 3. To sell, lease, lend or otherwise transfer any property or interest in property
15 owned by it;
- 16 4. To make contracts;
- 17 5. To have and use a corporate seal;
- 18 6. To apply for grants only if such application(s) would not compete with a
19 CJCC member's application(s).

1 7. To accept, receive and expend funds, grants, and services from the Federal,
2 State, or City government or their agencies.

3 8. To make recommendations concerning the coordination of the activities
4 and the mobilization of the resources of the member agencies in improving public
5 safety in, and the criminal justice system of, the City of St. Louis;

6 9. To cooperate with and support the member agencies in carrying out the
7 purposes of the CJCC;

8 10. To define and analyze issues and procedures in the criminal justice
9 system, identify alternative solutions, and make recommendations for improvements
10 and changes in the programs of the criminal justice system;

11 11. To receive information from, and give assistance to, other City of St.
12 Louis agencies concerned with, or affected by, issues of public safety and the criminal
13 justice system;

14 12. To make recommendations regarding systematic operational and
15 infrastructural matters as are believed necessary to improve public safety in the City of
16 St. Louis;

17 13. To advise and work collaboratively with the criminal justice agencies
18 in the City in developing justice planning documents and allocating grant funds; and

19 14. To establish measurable goals and objectives for reform initiatives.

20 C. The CJCC shall not have the power to abolish the office of any elected official.

1 D. By-laws, Quorum and Officers. The intergovernmental cooperative agreement
2 shall provide that the CJCC shall select officers and adopt by-laws for the conduct of its
3 business, consistent with any applicable law, including but not limited to Chapter 610 and
4 section 105.452 RSMo. 2000 as amended. The by-laws shall be filed with the Register of the
5 City of St. Louis and shall include such topics, but not be limited to: quorum, minutes,
6 committees, records retention and disqualification from voting.

7 **SECTION THREE.** Vacancies. In the event of a death, incapacity, resignation or
8 removal of any appointed member of the CJCC prior to the expiration of his or her term, the
9 vacancy shall be filled in same manner and under the same provisions governing the original
10 appointment, but the length of the term shall only be for the remaining portion of the original
11 term.

12 **SECTION FOUR.** The intergovernmental cooperative agreement shall provide that
13 the Mayor of the City of St. Louis shall appoint, subject to appropriation, an Executive
14 Director and staff who shall assist the CJCC, under the direction of its Chair, in the
15 performance of its functions. The City shall, subject to appropriation, provide all necessary
16 supplies, equipment, and resources to assist the CJCC in the performance of its functions.
17 The Executive Director and the staff shall be members of the City's classified service plan.

18 **SECTION FIVE.** The intergovernmental cooperation agreement shall provide that
19 the CJCC shall prepare and submit its annual budget to the City pursuant to the provisions of
20 the City Charter.

1 **SECTION SIX.** The intergovernmental cooperation agreement shall provide that the
2 CCJC maintain an intergovernmental information sharing agreement (“IISA”) among the City
3 of St. Louis, the Sheriff, the Twenty-Second Judicial Circuit Court, the Circuit Attorney,
4 the Missouri State Public Defender and the Director of the Missouri Department of
5 Corrections, and other public and private entities to implement and govern the sharing of
6 information among them in a lawful, secure, effective, efficient, simple, and practical
7 manner. The CCJC will have the authority to negotiate, enter into, administer, perform,
8 modify, amend, enforce, and terminate the IISA.

9 **SECTION SEVEN.** The intergovernmental cooperation agreement shall provide that
10 the CJCC shall terminate or dissolve at five (5) years from the effective date of this ordinance
11 unless two-thirds of its voting membership determines that it shall remain in effect. The
12 intergovernmental cooperation agreement shall also provide for at least one other method of
13 termination and or for any member of the agreement to withdraw its participation under the
14 agreement.

15 **SECTION EIGHT.** The intergovernmental cooperation agreement shall provide that
16 in the event of the dissolution or termination of the CJCC that all assets remaining after
17 liabilities or obligations of the CJCC have been paid, satisfactorily discharged or adequate
18 provisions made therefore, shall be distributed to the City of St. Louis.

19 **SECTION NINE.** The intergovernmental cooperation agreement shall provide that if
20 any one or more of the provisions thereof be declared unconstitutional or contrary to law, the

1 validity of the remainder of the agreement shall not be affected thereby, but shall remain in
2 full force and effect.

3 **SECTION TEN.** The CJCC shall report, on an annual basis, on the status and
4 progress of the goals and objectives identified by the CJCC and its Committees to the
5 membership of the CJCC, the Mayor, and the Board of Alderman. The report shall be
6 submitted to the Mayor and the Board of Alderman by September 30th after the end of each
7 fiscal year.

8 **SECTION ELEVEN. Severability Clause.** If any section, subsection, sentence,
9 clause, phrase or portion of the Ordinance is held invalid or unconstitutional by any court of
10 competent jurisdiction, such portion shall be deemed a separate, distinct and independent
11 provisions, and such holding shall not affect the validity of the remaining portions thereof.