

RESOLUTION NO. 436

A RESOLUTION TO APPROVE AN AGREEMENT BY AND BETWEEN THE CITY OF CHESTERFIELD AND THE CITY OF CLARKSON VALLEY, PROVIDING FOR CONTRACTUAL LAW ENFORCEMENT SERVICES

WHEREAS, The City of Chesterfield submitted a competitive proposal to provide law enforcement services to the City of Clarkson Valley, and;

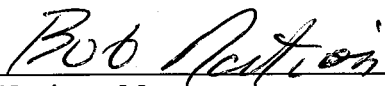
WHEREAS, The City of Clarkson Valley accepted the proposal submitted by the City of Chesterfield, and

WHEREAS, The Cities of Chesterfield and Clarkson Valley find it to be mutually beneficial to enter into an agreement establishing terms whereby the City of Chesterfield will provide high quality, professional law enforcement services to the City of Clarkson Valley

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

1. The Mayor and City Council of Chesterfield endorse the proposal prepared by the City of Chesterfield to provide law enforcement services to the City of Clarkson Valley, and;
2. The City Council of the City of Chesterfield hereby authorizes the Mayor of Chesterfield to execute the agreement for Police Services in substantially the form as attached hereto

Passed and approved this 19th day of June 2017.



Bob Nation, Mayor

ATTEST:



Vickie Hass, City Clerk

POLICE SERVICE AGREEMENT

This Agreement made and entered into by and between the City of Clarkson Valley, a municipal subdivision of the fourth class organized under the laws of the State of Missouri, hereinafter referred to as “Clarkson Valley,” and the City of Chesterfield, a municipal subdivision of the third class organized under the laws of the State of Missouri, hereinafter referred to as “Chesterfield;” collectively hereinafter referred to as “Parties.”

WHEREAS, the provisions of § 70.210 – 70.320, inclusive RSMo 2016, as amended, empower Clarkson Valley and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Clarkson Valley desires police protection, including the enforcement of its ordinances, from Chesterfield; and

WHEREAS, Chesterfield has the ability to provide said police protection; and

WHEREAS, Clarkson Valley has duly enacted and approved Ordinance No.17-02, a certified copy of which is attached hereto as Exhibit “A” and made a part hereof, authorizing its Mayor to execute this Agreement and to appoint any and all police officers of the Department of Police of Chesterfield, designated by the Chesterfield Chief of Police, as police officers of Clarkson Valley; and

WHEREAS, Chesterfield has duly enacted and approved Resolution No. [], a certified copy of which is attached hereto as Exhibit “B” and made a part hereof, authorizing the execution of this Agreement on behalf of Chesterfield.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations hereinafter stated, Clarkson Valley and Chesterfield mutually agree as follows:

1. Chesterfield shall provide full time continuous twenty-four (24) hour-per-day, seven (7) day-per-week police patrol and protection of a quality and type equal to that received by the residents of Chesterfield for the protection of the lives and property of all residents, occupants and visitors of or to Clarkson Valley, commencing on July 1, 2017. The above services shall include, but not be limited to:

- a. Chesterfield Police shall be available for Special Event Management, Vacation Check, Business Watch, Bicycle patrol, Foot Patrol, Neighborhood Watch, Fingerprinting of Citizens, Explorer Program, Initial and Follow up Investigations, Accident Reconstruction, Public Information Officer, Emergency Operations and other services as identified;
- b. Chesterfield Police shall continue scheduling overlapping shift times which will provide the possibility for extra Clarkson Valley patrols during certain time periods, for the availability of extra officers for special events and other patrol enhancements on an as needed basis;
- c. Chesterfield's entire police force shall be available for emergency situations;
- d. Chesterfield Police shall provide a written schedule of officers assigned to Clarkson Valley on a monthly basis;
- e. Chesterfield shall enforce Ordinances of the City of Clarkson Valley, local patrols, traffic enforcement and supervision, incident and traffic reports, and services such as follow-up investigations for all violations of the ordinances of Clarkson Valley and the Statutes of the State of Missouri;
- f. Police patrol log sheets shall be readily available upon request of Clarkson Valley.

2. A minimum of eight (8) Chesterfield Police Officers shall be individually designated and appointed as officers for the City of Clarkson Valley to assure full compliance with all specified duties and responsibilities associated with the provision of this Agreement.
3. All communications, including dispatching, shall be handled by the Chesterfield Police Department unless alternate arrangements are approved in writing by both Parties. Any potential increases in costs for communications and/or REJIS fees are included.
4. Chesterfield Officers shall be made available to appear in the circuit Court of St. Louis County, or the Municipal Court of the City of Clarkson Valley to testify in any cases involving violations adjudicated in the City of Clarkson Valley at no additional cost to the City. This shall pertain to all Ordinance Violations, Misdemeanor, Felony, and any other cases.
5. A Supervisory rank representative of the Chesterfield Police Department shall attend the monthly meetings of the Clarkson Valley Board of Aldermen to present a monthly report on Police activities. In addition, the Mayor and Board for Clarkson Valley will receive an "EOS" (End of Shift) report via email weekly detailing the provision of services and any notable incidents occurring during the preceding shifts.
6. The Chesterfield Emergency Operations Director will be made available to review, advise and assist the City of Clarkson Valley on all matters of emergency preparedness. The Emergency Operations Director for Chesterfield will assist Clarkson Valley with updating Clarkson Valley's Emergency Operations plans, policies and procedures and will provide ongoing updates of current emergency management best practices.
7. Any official complaints from Clarkson Valley involving either an individual police officer or the type of police protection provided by the Chesterfield Police Department to Clarkson Valley shall be forwarded in writing from the Mayor of Clarkson Valley to the Chesterfield Chief of

Police. All such complaints will be recognized and handled in this manner only, but this shall not preclude a resident of Clarkson Valley from directly contacting the Chesterfield Police Department. Communications shall be made by the Chesterfield Chief of Police in consultation with the Clarkson Valley Mayor as to the final disposition of all such complaints within a reasonable time. If a complaint cannot be resolved by the Chesterfield Chief of Police, then it will be referred to the Chesterfield Mayor and Clarkson Valley Mayor who shall attempt to resolve it.

8. Anything to the contrary notwithstanding, the Parties hereto agree that the police officers and other personnel providing the aforesaid police services for Clarkson Valley are employees of Chesterfield only and nothing herein contained shall be construed to create an employer-employee relationship of these individuals with Clarkson Valley. Furthermore, Chesterfield will continue to have the exclusive authority to discipline Police Officers pursuant to Chesterfield's ordinances, policies and applicable statutes.
9. Clarkson Valley shall pay Chesterfield for municipal police services in monthly payments of Thirty Three Thousand, Nine Hundred, Twenty-Five Dollars and Fifty-Eight Cents (\$33,925.58) per month for five (5) years.

Unless terminated as provided in the Agreement, the Agreement shall consist of five (5), one-year terms, commencing on the 1st day of July 2017 and expiring on the 30th day of June 2022, as follows:

July 1, 2017 - June 30, 2018	("Initial Term")
July 1, 2018 - June 30, 2019	("First Renewal Term")
July 1, 2019 - June 30, 2020	("Renewal Term")
July 1, 2020 - June 30, 2021	("Renewal Term")
July 1, 2021 - June 30, 2022	("Renewal Term")

The Agreement shall automatically renew at the end of each of the first four (4), one-year terms unless sooner terminated. The annual fee is provided based on the Cost Proposal - Provisions of Services to the City of Clarkson Valley dated March 13, 2017, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference. Either party may terminate this agreement by providing not less than ninety (90) days written notice of termination prior to the specified termination date set forth above.

10. Chesterfield shall add the City of Clarkson Valley as an additional name insured on its current insurance policy, to include liability for all acts stemming from police services provided. Nothing contained herein shall be construed as a waiver of any protection afforded to Clarkson Valley or Chesterfield by the doctrine of sovereign immunity.

11. As the contracting agency, the Chesterfield Police Department shall assume responsibility for completion and management of all police paperwork, including reports to be filed with any governmental agency. A monthly report of all police activities in Clarkson Valley for the preceding month shall be submitted to the City Clerk of Clarkson Valley prior to the first Tuesday of the following month. Additional reports will be prepared by the contract Agency as requested by the City of Clarkson Valley on a reasonable and timely basis.

12. General Provisions:

A. No amendment, modification, supplement, termination, consent or waiver of any provision of this agreement, nor consent to any departure there from, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this agreement and any consent to any departure from the terms of any provision of this agreement is to be effective only in the specific instance and for the specific purpose for which given.

B. This agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

C. This agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written. The terms of this Agreement shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

D. No failure on the part of Clarkson Valley to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

E. This agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed totally within Missouri without regard to choice or conflict of laws of rules.

F. All notices, consents, requests, demands, and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposit in the United States mail, first class postage pre-paid; (iii) in the case of telegraph or overnight courier services one business day after delivery to the telegraph company or overnight courier service with payment provided; or (iv) in

the case of electronic mail, telex or telecopy or fax, when sent, verification received; and
in all cases addressed as follows:

If to Chesterfield:

City of Chesterfield
Attn: City Administrator
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0670
Fax: 636-537-4798
With copy to:
Chief of Police
Address same as above.

If to Clarkson Valley:

City of Clarkson Valley
Attn: Mayor
15933 Clayton Road, Suite 105
Clarkson Valley, MO 63011
Fax: 636-227-1914
With a copy to:
City Clerk
Address same as above.

or to such other addresses any party may designate by notice to the other party in
accordance with the terms of this section.

G. Any provision of this agreement which is prohibited, unenforceable or not authorized
in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such
prohibition, unenforceability or non-authorization without invalidating the remaining
provisions hereof, or affecting the validity, enforceability, or legality of such provision in
any other jurisdiction, unless the ineffectiveness of such provision would result in such a
material change as to cause completion of the transactions contemplated hereby to be
unreasonable.

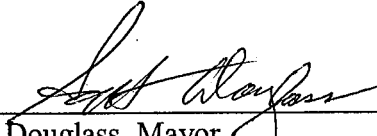
H. All provisions of this agreement are binding upon, inure to the benefit of and are enforceable by or against the parties in their respective successors and permitted assigns.

I. This agreement is solely for the benefit of the parties and their respective successors and permitted assigns and no other person has any right, benefit, priority, or interest under or because of the existence of this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed as of the

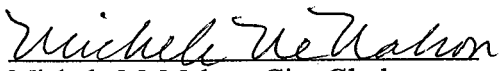
30th day of June 2017.

CITY OF CLARKSON VALLEY



Scott Douglass, Mayor

ATTEST:



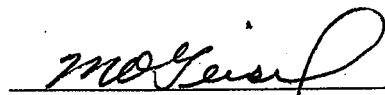
Michele McMahon, City Clerk

CITY OF CHESTERFIELD



Bob Nation, Mayor

ATTEST:



Michael Geisel, City Administrator

EXHIBIT A
CLARKSON VALLEY ORDINANCE

EXHIBIT B
CHESTERFIELD RESOLUTION



DEPARTMENT OF POLICE

COLONEL RAY JOHNSON
CHIEF OF POLICE

690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-3000 • Fax: 636-537-6798 • www.chesterfield.mo.us

March 13, 2017

Honorable Scott Douglass
City of Clarkson Valley
15933 Clayton Road, Suite 105
Ballwin, MO 63011

Mayor Douglass:

On behalf of the City of Chesterfield I am pleased to submit our proposal for the provision of police services to the City of Clarkson Valley. This proposal is sent with the full and enthusiastic support and endorsement of Mayor Bob Nation and the entire Council of the City of Chesterfield.

As the attached proposal will reflect, the Chesterfield Police Department is a full service, professionally managed law enforcement agency, Internationally Accredited with Excellence by the Commission of Accreditation for Law Enforcement Agencies (CALEA) since 2003. Our Police Department and City Government readily identify with the character and makeup of the City of Clarkson Valley. And, with a lengthy contiguous border shared by our Cities, we feel we are ideally located geographically to provide the necessary services. If selected, we are committed to providing the residents of Clarkson Valley with the highest level of quality services, courtesy, respect and dedication unmatched by other agencies and enjoyed by the Chesterfield residents we currently serve.

The Chesterfield Police Department adheres to the highest of standards, following proven best practices in policing, while immersing itself in the application of procedural justice, transparency, fair and impartial policing, and respect for the constitutional rights of all citizens.

We look forward to hearing from you. Thank you in advance for your consideration of the Chesterfield Police Department as your provider of policing services. We stand ready and most anxious to serve the citizens of Clarkson Valley.

Sincerely,

Chief Ray Johnson

Enclosures

cc: Members, Board of Alderman, City of Clarkson Valley

Internationally  Accredited



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Tab 2 Response to Clarkson Valley Request for Proposal

Tab 3 Cost Proposal for Provision of Police Services

**CHESTERFIELD POLICE
DEPARTMENT**


WHO WE ARE

Chesterfield Police Department Established 1989




**MAKE A DIFFERENCE IN
YOUR COMMUNITY TODAY**

POLICE
THE CHESTERFIELD POLICE
DEPARTMENT WANTS YOU!




Anniversary



AN INTERNATIONALLY
ACCREDITED AGENCY

TO APPLY, VISIT CHESTERFIELD.POLICE.MO



WE'RE HIRING. APPLY TODAY!



March, 2017

Chesterfield Police Department

City of Chesterfield Profile

Chesterfield is a vibrant and growing city characterized by friendly, tree-lined neighborhoods, prosperous businesses and ample recreational opportunities. It's located on the western edge of St. Louis County, along busy U.S. Interstate 64; a booming high-tech corridor that links Chesterfield with St. Charles County to the west and St. Louis to the east. The City encompasses thirty-two square miles with a residential population of 47,484. The day-time population, adding workers and shoppers, is estimated to top 85,000.

Chesterfield's growth in the past several years can be seen primarily in its beautiful parks and in its commercial/retail developments. The City already had a major retail presence with Chesterfield Mall and two miles of modern strip retail development in Chesterfield Valley prior to the opening of two brand new outlet malls in 2013.

While Chesterfield has experienced a great deal of growth in recent years, it has maintained the traditional values on which it was founded. This foundation is evidenced by the successful infusion of modern amenities with the rustic essence of the past.

Chesterfield, Missouri was ranked the number one "Safest Place to Live in Missouri", an annual list generated by Movto Real Estate. This is the second year Chesterfield has been featured on this list, rising two spots from third place in 2014.

Chesterfield Police Department Profile

The Chesterfield Police Department was formed in 1989 in an area that was previously unincorporated. Since its inception, the agency has been led by just one police chief, Ray Johnson. The agency began with an authorized strength of fifty sworn officers; nineteen of the original fifty commissioned officers remain as active members of the agency. The department now provides a full array of Cadillac level police services to the City's almost 50,000 residents throughout thirty-two square miles. The Police Department's current authorized strength of 105 employees; ninety-two sworn and thirteen civilians, makes it the largest of St. Louis County's sixty three municipal police agencies.

The Department is a full service agency providing basic patrol, traffic enforcement, accident investigation & reconstruction, investigative and a variety of other premium services to its residents twenty-four hours a day, 365-days a year. The Chesterfield Police Department has been accredited by CALEA, the international law enforcement accrediting body, since 2003. The agency was designated by CALEA as "Accredited with Excellence" during their last three "perfect" accreditation on-sites.

Members of the Department serve in various capacities with several multi-jurisdictional task forces such as the Major Case Squad of Greater St. Louis, the St. Louis County Drug Task Force, the DEA Drug Task Force and the St. Louis County Crash Investigation Team. One Chesterfield police officer is also assigned full-time as a member of the training staff at the St. Louis County and Municipal Police Academy.

The Chesterfield Police Department features a full menu of community programs including elementary, middle school and senior high school resource officers, D.A.R.E., a special Crisis Intervention (CIT) program for individuals experiencing mental crisis, Neighborhood Watch programs, adult & teen police academies, Safety Town, a police explorer post, free child car seat installations, a police volunteer program (VIPs), and many other services.

The department's police dispatching services, homicide crime scene services, tactical operations and helicopter search and rescue operations are provided by the St. Louis County Police Department.

Mission Statement

The Chesterfield Police Department is committed to excellence in service to the public:

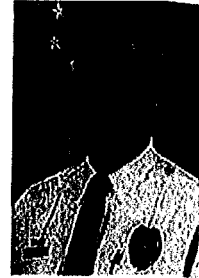
- By enforcing the law, assuring the peace, protecting life and property, and maintaining the quality of life in the City of Chesterfield.
- By respecting the Constitutional rights and the dignity of all individuals and carrying out our charge in a fair, impartial and unbiased manner.
- By maintaining the integrity and professional image of the Chesterfield Police Department and the City of Chesterfield.
- By establishing community partnerships among our residents, businesses, elected officials, and other City departments.

It is our dedication to, and continual pursuit of this mission that allows us to realize an organization founded in excellence.

Command Staff

Colonel Ray Johnson Chief of Police

Ray Johnson serves as the Chief of Police of the Chesterfield, Missouri Police Department. He is a Life member of the International Association of Chiefs of Police; Past President of the Missouri Police Chiefs Association; Past President of the Law Enforcement Officials of Greater St. Louis; and Past President of the St. Louis Area Police Chiefs Association. He was the Missouri Police Chiefs Association's Police Chief of the Year in 1999.



Chief Johnson currently serves as Vice-Chairman of the Board of Managers for the St. Louis County and Municipal Police Academy, as a Commissioner for CALEA (the Commission on Accreditation for Law Enforcement Agencies) and as Chairman of the Board of Directors of the Major Case Squad of the Greater St. Louis Area.

Chief Johnson received a Bachelor's degree in Criminal Justice Management from Tarkio College, Missouri and a Master's degree in Public Administration from Webster University, Missouri. He is a graduate of the 113th session of the FBI national Academy, and the 9th session of Harvard Univ./Police Executive Research Forum's Senior Management Institute for Police.

Captain Ed Nestor Commander, Division of Police Operations

Captain Nestor is a 37-year veteran of law enforcement, currently serving as the Commander of the Division of Police Operations for the Chesterfield Police Department. Captain Nestor currently serves as a Team Leader/Assessor for the Commission on Accreditation for Law Enforcement Agencies (CALEA); he previously served as a Deputy Homicide Commander for the Greater St. Louis Major Case Squad for 10 years.



Captain Nestor holds a Bachelor of Science in Administration of Justice from the University of Missouri - St. Louis and a Master of Arts in Public Administration and Computer Data Management from Webster University. He is a graduate of the 200th Session of the FBI National Academy in 2000 and of the FBI's Law Enforcement Executive Development Seminar (LEEDS) in 2011. He served as an adjunct professor of Criminology and Criminal Justice at the University of Missouri - St. Louis from September of 1990 through 2011. He is currently certified as a Fair & Impartial Policing Instructor.

Captain Steven Lewis
Commander, Division of Operational Support

Captain Steven Lewis is a 27-year veteran of law enforcement, currently serving as the Commander of the Division of Operational Support for the Chesterfield Police Department. Captain Lewis served as a member of the St. Louis Metropolitan Police Department for five years, prior to coming to Chesterfield. He additionally travels as an Assessor for the Commission on Accreditation for Law Enforcement Agencies (CALEA) and is a Past President of the Law Enforcement Officials of Greater St. Louis.



Captain Lewis holds a Bachelor of Science Degree in Administration of Justice from Lindenwood University and is a graduate of the 236th Session of the FBI National Academy as well as the 2014 Southern Police Institute Executive Management Course.

He has received advanced training in Response to Weapons of Mass Destruction, Hazardous Materials and Emergency Operations and serves as the City of Chesterfield Emergency Operations Director, Chesterfield Police Department Public Information Officer and is a current member of the FBI Joint Terrorism Task Force Executive Advisory Board. He is currently certified as a Fair & Impartial Policing Instructor.

Delivery of Services

The City is strategically divided into six police sectors, each patrolled by a specifically designated uniformed police officer, as well as two officers assigned to "rove" positions providing uniformed patrol on a twenty-four hour basis. In keeping with the concept and principles of community policing, patrol officers are permanently assigned to sectors (patrol beats) enabling the officers to become more familiar with the needs of their individual neighborhoods, schools, roadways and commercial establishments. Since detectives are also assigned to permanent sectors, sector personnel from both bureaus work together as a team to prevent and solve crime and reoccurring problems.

Sector six is essentially an overlay sector; it is made up entirely of smaller sections of three other sectors allowing for dual patrol of the sector six area; this area was chosen due to the high volume of calls for service generated in the area.

Police Activity Reporting

In addition to all formal reporting of crime and incidents the "End of Shift Report" (EOS) is an email report which forwards a synopsis of key incidents involving the department three times daily to all department supervisors, city officials, city department heads and other key members of city staff.

Community Involvement

Since its' inception in 1989, the Chesterfield Police Department has always had a strong relationship with the community it serves. Our commitment to our community has been the foundation of our department and maintaining the community relationship continues to be the primary focus of our department. As such, our community programs are of paramount importance to our department and include programs that reach citizens of all ages. Our programs include: Safety Town, DARE, public presentations and appearances, station tours, general crime prevention, Neighborhood Watch, National Night Out, Teen and Citizen Police academies, Chief's adolescent advisory board and poster project, CPTED (Crime Prevention Through Environmental Design) , Vacation Inspection Program, Open Garage Door notifications and Service Quality Evaluations. A brief description of our most popular programs is provided below.

Community Oriented Policing and Problem Solving (COPPS)

The COPPS program consists of two police officers comprising a specialized unit within the Community Affairs group. They are dedicated to resolving on-going community issues and re-occurring problems by working with citizens using a problem solving approach. Their function works closely with the patrol sector officers and Code Enforcement employee to resolve quality of life issues and many of the COPPS projects originate from Code Enforcement issues and complaints from residents. The COPPS officer often serves as kind of a "CARE team" case worker assuring that all of the resources of the agency and City departments are appropriately utilized to resolve identified problems and issues. COPPS officers also supplement Community Affairs personnel by frequently attending neighborhood meetings, community events and providing presentations in their absence.

School Resource Officer Program

Our school resource officers consist of eight officers assigned to act as resources and department liaisons at seventeen public and private schools located in Chesterfield.

Four of the officers are individually assigned to the two public high schools and two public middle schools located within Chesterfield and are referred to as our SROs (School Resource Officers). This SRO program has been in place for many years and is a partnership between the Parkway School District and the police department. In fact, the school district funds each of these officers at 75% of their salaries. The program has been and continues to be highly successful.

The agency also assigns four uniformed police officers to serve as Elementary School Resource Officers (ESROs) providing security and safety at Chesterfield's thirteen elementary schools.

Crisis Intervention Team (CIT)

Crisis Intervention Team (CIT) training provides police officers with extensive specialized training (initial training is 24-hours) in dealing with those facing mental health related crisis. CIT officers are trained to provide acute and follow up support for those experiencing crisis as well as their families. Officers work closely with local mental health professionals to assure that much needed follow up care is provided.

The Chesterfield Police Department places a significant emphasis on providing support for those in mental health crisis; forty-five of our police officers are currently CIT certified. We have CIT trained officers, including a handful of supervisors, in virtually every unit of the department; the majority of CIT officers are in positions that are radio responsive such as patrol, special enforcement and traffic. All of our school resource officers are currently CIT trained. CIT officers carry on the normal duties of law enforcement, but switch to a specialist role when a potential mental health-related crisis is identified. Chesterfield CIT Officers average over 120 interventions per year.

Many of our CIT Officers have received formal recognition for their efforts. In fact, since 2010, eight of our department's CIT Officers have been named as "Outstanding CIT Officers" by the CIT Coordinating Council of Greater St. Louis.

CIT focuses on de-escalation strategies and redirecting the individual from the criminal justice system to the mental health care system. In turn, the mental health care system assumes "custody" of the individual, and provides directed and non-restrictive accessibility to a full range of health care and social services.

The Department is committed to such an approach, believing that when possible, de-escalation and redirection rather than force is in the best interest of not only the person facing a mental crisis, but also their families, the entire community and the police department.

Special Enforcement Unit

The department utilizes the Special Enforcement Unit (SEU) to provide primary police services to the City's retail and city park developments. The SEU is comprised of eight uniformed police officers and one uniformed police sergeant. The primary mission of the SEU is to provide a high level of visibility in the retail and park sector of the city in order to maintain a safe environment for citizens, park and retail visitors and retail employees. Members of the unit also conduct follow-up investigations into most major theft and fraud cases that occur within the retail corridor of the City.

The SEU has an extremely positive relationship with the retail community, working closely with their corporate loss prevention personnel and retail managers to prevent and apprehend retail crime whenever possible. Members of the unit work closely with the Missouri Organized Retail Crime Association (MORCA), an organization started in part by Chesterfield officers that facilitates the sharing of information between retail loss prevention professionals and law enforcement officers in an effort to reduce retail crimes.

Traffic Services

The mission of the Chesterfield Police Department Traffic Unit is to promote the safe and expeditious flow of vehicular, pedestrian, and bicycle traffic through effective and efficient education and enforcement of traffic related laws.

The Traffic Unit is comprised of a Lieutenant, Sergeant, and five officers. Their focus is accident investigation, traffic safety education and enforcement, problem solving citizen traffic related complaints, traffic flow assistance during community events, and supporting the patrol division during high call volume. On average the Traffic unit investigates nearly 840 accidents per year.

The Traffic Sergeant and four of the five traffic officers have been trained in accident reconstruction. One member of the unit is a Drug Recognition Expert (DRE) certified through the International Association of Chiefs' of Police) and is also a certified accident re-constructionist through the Accreditation Commission for Traffic Accident Reconstruction (ACTAR). Members of this unit participate in a regional Traffic Safety Council comprised of officers from surrounding agencies and two officers are members of a multijurisdictional Crash Team Investigative Unit (CTIU). These officers are called in to investigate fatal or potentially fatal accidents in jurisdictions where officers are not fully trained to handle such investigations.

The Traffic Unit works closely with the Missouri Department of Transportation (MODOT), the Law Enforcement Traffic Safety Council (LETSAC), the Traffic Safety Council, the Missouri Safety Center and the Missouri's Blueprint Coalition for Roadway Safety. Grants are received from several of these organizations for use in traffic enforcement on seatbelt enforcement, hazardous moving violation enforcement, driving while intoxicated enforcement, and sobriety checkpoints. The traffic unit conducts five sobriety checkpoints throughout each year. On average two of these checkpoints are conducted in partnership with the St. Louis County's Highway Safety Unit. The checkpoints with St. Louis County are usually conducted on busier roadways.

Volunteers in Policing (VIP) Program

The VIP program was created under the George W Bush administration after the 911 attack. The program works to enhance the capacity of state and local law enforcement by utilizing citizen volunteers. The Chesterfield Police Department began its program in 2004; the unit now consists of fifteen volunteers working closely with members of the department supplementing various police-related functions such as making extra home vacation checks, handicapped parking enforcement, speed monitoring, court administration, and park patrols.

Code Enforcement

The Code Enforcement employee works closely with our police officers to resolve quality of life issues that affect our residents. Examples include home maintenance issues involving grass mowing, residential façade issues, property boundary issues and other code violations. The Code Enforcement employee was recently very instrumental in the resolution of numerous issues involving a vacant nursing home that had been the frequent site of vandalism, trespassing, theft and incidents of arson. After a very lengthy, challenging process the nursing home was eventually demolished due to the tireless effort put forth by the Code Enforcement employee.

Emergency Operations

The Commander of the Division of Operational Support is the Director of Emergency Operations for the Police Department. The Director is responsible for training and implementation of the Emergency Operations Plan.

Media Relations

The Chesterfield Police Department has a long history of proactive media relations; our policy has stressed open communication with the Media and a cooperative relationship. To that end the department has several trained public information. As one of the largest municipalities in the region, Chesterfield receives a great deal of media attention and is often the source of reference information for general law enforcement topics and the area of focus for many crimes that would not normally make news in other jurisdictions. Despite the frequency of contact the police department and media representatives have a true positive working partnership fostered by the open policy of the department and the groundwork laid by the previous two media relations officers.

Police Communications

The Chesterfield Police Department contracts with the CALEA Accredited Tri-Arc agency the St. Louis County Police Department for all communications services. The accredited St. Louis County Communications Center is one of the finest in the region and provides 24-hour communications support for numerous local police agencies, with Chesterfield being their largest user of services. The St. Louis County Police Department works very closely with the Chesterfield Police Department and more than adequately meets the needs of all communications services for our agency.

Safety Town

Safety Town is one of the police department's most popular programs. It is held during the summer and is open to 4, 5 & 6 year old children; teaching them about a variety of safety related topics. These topics include; stranger safety, school bus safety, fire safety, bicycle safety, poisons found in the home, playground safety, how to be safe around animals and pets, pedestrian safety topics, etc. Much of what is learned in the classroom sessions is tested in a practical setting through the construction of a portable "safety town" complete with fabricated storefronts, streets and stop signs where the children practice what they have learned by riding pedal cars and practicing crossing the "streets" on foot. The program is held in six, two-week sessions of two hours of instruction per day for each student and accommodates 240 children in total throughout the course of the program. Officers and guest speakers present approximately 120 lessons throughout the entire program each summer. Each year the program fills up within two to three days of the opening of registration and generates waiting lists for each session of the program.

Drug Abuse Resistance Education

The department's Elementary School Resource Officers provide classroom instruction on the DARE program at four elementary schools in Chesterfield. Throughout the course of the ten week program, students are presented lessons and participate in activities related to building good decision making skills. Each year approximately 400 students graduate from the DARE program here in Chesterfield. A highlight of the program is the annual "Chief for a Day" contest that provides one lucky student the opportunity to switch places with Chief Johnson to become the Chief of the Chesterfield Police Department for one day while the Chief does the student's classwork.

Chief's Adolescent Advisory Board

The Chief's Adolescent Advisory Board is comprised of eight local high school students; one student representative of each grade level from our two public high schools in Chesterfield. The students generally meet with the Chief at least twice per year to discuss issues pertaining to current concerns and topics specific to high school aged students. The students serve as liaisons between the police department and the high school community and work with the Chief to strengthen the police department's relationship with that community. The group has been instrumental in implementing quality of life improvements in and around the schools to include the addition of safety specific campaigns and stop light modifications as a result of fatality accidents involving high school students in our community. The group is also responsible for the development and coordination of the "Poster Project" which allows students the opportunity to create safety related posters that are displayed throughout their schools to remind the school community of the importance of making good decisions.

Joint Terrorism Task Force (JTTF)

The Chesterfield Police Department participates with the FBI Joint Terrorism Task force out of the St. Louis office of the FBI much in the same manner many local JTTF's operate. Currently the agency has a police captain serving on the Executive Board of the JTTF, with a security clearance and acting as the liaison on administrative intelligence matters. This includes any potential issues or information directly related to the Chesterfield service area. Any specific investigative needs for the FBI's assistance channel either through that Captain or the Detective Lieutenant.

Fair & Impartial Policing

The Chesterfield Police Department prides itself in providing professional, high-quality police services that are fair and impartial. To that end, the department has been a leader in promoting fair and impartial policing training to its personnel and in providing opportunities for other agencies to do so as well.

In the past, Chesterfield has hosted the nationally recognized "Fair & Impartial Policing (FIP)" training courses including the "Train-the-Trainer" course, Chief Executive course, and Command Level course. Six members of the Chesterfield Police Department are currently certified as FIP instructors; they are providing FIP training to all Chesterfield personnel, as well as, assisting other area agencies with FIP training courses.

The newly certified Chesterfield officers will be providing a six-hour FIP block of training to all Chesterfield Police Department personnel over the next year, as well as, serving as trainers for FIP classes at other area agencies. The "Train-the-Trainer" course, which was held at the Chesterfield City Hall on May 11, 2016 through May 13, 2016, was funded by the U.S. Department of Justice, Office of Community Oriented Policing Services at the request of the Chesterfield Police Department.

The FIP project is directed by Dr. Lorie Fridell of the University of South Florida. The mantra of the core program is "policing based on stereotypes and biases is ineffective, unsafe, and unjust." The Chesterfield Police Department has been providing its' officers with various forms of annual sensitivity training, racial and cultural awareness training and racial profiling/anti-bias policing training since its inception as a police agency in 1989. Many of these training sessions included information related to implicit bias, although not specifically identified as such at that time.

ALPR

The Chesterfield Police Department has two vehicles equipped with Automated License Plate Readers (ALPR). One of these units is assigned to the Special Enforcement Unit and is primarily used around the malls and business district within the city. The other unit is used by the patrol division. The ALPR units have been directly responsible for nearly fifty arrests per year during the last three years.

Charity Interests

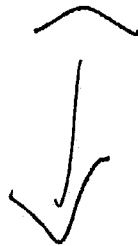
The department recognizes two official charities that we officially support through department sponsored events; Special Olympics and BackStoppers. Special Olympics of Missouri works with law enforcement agencies state-wide to raise funds so the athletes can compete on a local, state, and nation-wide level. The Chesterfield Police Department sponsors programs such as Special Olympic tee- shirt sales, Tip-a-Cop restaurant events, the annual Torch Run and works with other local businesses in raising funds. In the past two years, the department raised a total of \$4,115 for Special Olympics.

BackStoppers is an organization that provides immediate financial aid and other long term support to the families of Police Officers and Firefighters from the region who lose their lives in the line of duty. For the past four years, the department has sponsored a benefit rock concert, Backstoppalooza, held at the City's state of the art, 4,000 seat amphitheater. To date, Backstoppalooza has raised \$150,000 for BackStoppers.

**Response
To
CLARKSON VALLEY, MO**



**REQUEST
For
PROPOSAL**



POLICE SERVICES

MARCH, 2017

CHESTERFIELD POLICE DEPARTMENT

Response to
Request for Proposal
for
Provide Police Services
CLARKSON VALLEY, MO
March 2017

1. Contracted Agency shall provide to the City of Clarkson Valley continuous twenty-four (24) hours-per-day, seven (7) days-per-week police protection.

The Chesterfield Police Department proposes to provide full time continuous twenty-four (24) hours-per-day, seven (7) days-per-week police patrol and protection. Based on current Chesterfield Police Patrol Schedules, there is an allowance for overlapping shift times which will provide the possibility for extra Clarkson Valley patrols during certain time periods. This schedule also allows for extra officers for special events and other patrol enhancements. Additionally, Chesterfield Police "back-up" units will be available at all times as needed.

2. Police Protection shall include enforcement of the Ordinances for the City of Clarkson Valley, local patrols, traffic supervision, incident and traffic reports, special police protection services such as follow-up investigations for all violations of the Statutes of the State of Missouri.

Chesterfield Police Contract Services and Police Protection shall include enforcement of all Ordinances of the City of Clarkson Valley, local patrols, traffic enforcement and supervision, incident and traffic reports, and services such as follow-up investigations for all violations of the ordinances of Clarkson Valley and the Statutes of the State of Missouri.

3. Proposal must include specific information on the amount of time officers will spend in the city limits per day and how this will be documented and reported.

Chesterfield Police Officers under contract for patrol services to the City of Clarkson Valley will be fully committed to providing continuous 24 hour a day patrol as part of their full time duties within Clarkson Valley. If patrol services are interrupted due to custodial arrests, court duties, council duties or similar services provided within the City of Clarkson Valley, all patrol duties, as

well as response to calls for service during that time, will be handled by additional Chesterfield Police Officers. Police patrol log sheets will be submitted at the end of each patrol shift listing patrol times, response to calls for service, and any other incidents as deemed appropriate. All such shift logs will be readily available upon request.

4. The Contracted Agency must render to the City of Clarkson Valley the same level of general police services in enforcement of the laws of the State of Missouri and local ordinances as it now renders to the residents of their jurisdiction.

The Chesterfield Police Department is a full service, Internationally Accredited law Enforcement agency providing the highest level of police services to the public it serves. As such, the Chesterfield Police will assure the same level of services and provision of policing to the City of Clarkson Valley by contract officers. Additionally, this shall include access to services provided by all local and Federal task forces with whom the Chesterfield Police Department is affiliated.

5. The City of Clarkson Valley agrees upon execution of a contract with said agency to appoint any or all police officers of the agency, designated by the Chief thereof, as police officers of the City.

A minimum of eight (8) Chesterfield Police Officers shall be individually designated and appointed as officers for the City of Clarkson Valley to assure full compliance with all specified duties and responsibilities associated with the provision of contract police services. Additionally, during emergency situations the entire contingent of Police Officers employed by the City of Chesterfield will be available to assure uninterrupted police services to Clarkson Valley under the current State Mutual Aid agreements.

6. Contracted agency must provide to the City of Clarkson Valley a listing of all other specific services that will be available to the City. These may include but are not limited to: Vacation checks, bicycle/foot patrols and Community based programs.

The Chesterfield Police Department, as a full service police agency, provides numerous ancillary services to the community. These services will also be provided to the City of Clarkson

15. Contracting agency shall either add the City of Clarkson Valley as an additional name insured on its current insurance policy, including liability for all acts of negligence and/or malfeasance, whether intentional or unintentional conduct or obtain an additional rider to its current insurance policy for the benefit of the City of C Clarkson Valley, including liability for acts of negligence and/or malfeasance, whether intentional or unintentional conduct.

Chesterfield shall add the City of Clarkson Valley as an additional name insured on its current insurance policy, to include liability for all acts stemming from police services provided.

16. The Contractor shall agree to hold harmless and defend the City of Clarkson Valley from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of the contract.

Chesterfield stipulates and agrees to this specification, to the extent allowed by sovereign immunity.

17. All police paperwork, including reports to be filed with any governmental agency, shall be filed by the Contract Agency. A monthly report of all police activities in Clarkson Valley for the preceding month shall be submitted to the City Clerk of Clarkson Valley prior to the first Tuesday of the following month. Additional reports will be prepared by the contract Agency as requested by the City of Clarkson Valley on a reasonable and timely basis.

As the contracting agency, the Chesterfield Police Department shall assume responsibility for completion and management of all police paperwork, including reports to be filed with any governmental agency. A monthly report of all police activities in Clarkson Valley for the preceding month shall be submitted to the City Clerk of Clarkson Valley prior to the (second) Tuesday of the following month. Additional reports will be prepared by the contract Agency as requested by the City of Clarkson Valley on a reasonable and timely basis.

Assumptions: The City of Chesterfield will provide supervisory oversight for the contract officers, will provide all follow up investigations, prisoner housing and booking procedures, communications, administrative and other ancillary services as currently rendered as part of the normal operations of the Chesterfield Police Department, at no extra cost to the City of Clarkson Valley.

The Chesterfield Police Department is a fully Internationally Accredited CALEA (Commission on Accreditation on Law Enforcement Agency) agency and will be guided by all standards set forth by the commission. Officers will adhere to the internationally accepted best practices of policing as they relate to arrest procedures, prisoner handling, report preparation, statistical reporting and compliance with all local, state and federal policing guidelines.

COST PROPOSAL

For

PROVISION OF POLICE SERVICES

Cost Proposal

PROVISION OF SERVICES TO THE CITY OF CLARKSON VALLEY

Description: The police services provided will entail twenty four hour a day, seven days a week police patrol, all normal services associated with police operations, and all other services stipulated to in the above responses. This will include, but not be limited to, the provision of regular patrol, response to radio calls for service, bicycle patrol, foot patrol, criminal investigations, business and residential vacation checks, open garage door notifications, vehicle lock out response, traffic control, direction and enforcement, court services, warrant service and other duties typically provided by a full service police agency. Additionally, two school resource officers will provide full time presence at the high school and middle school located within the City of Clarkson Valley.

Cost proposal includes: Police Officers salary, benefits, and, necessary personal and safety equipment. Eight (8) uniformed officers shall be deputized by Clarkson Valley; four (4) permanently designated and four (4) available for back-up/fill-in as necessary to assure 24hr per day seven day per week uninterrupted police patrol/response coverage. Additionally, one (1) Detective will be deputized and assigned to handle any follow up criminal investigations originating within the City of Clarkson Valley. All officers assigned shall be supervised by a designated Chesterfield police supervisor and supplemented by Chesterfield on duty supervisory staff.

2 School Resource Officers, under contract between Rockwood School district and City of Chesterfield.

Fully Equipped Marked Police Vehicles including In Car Camera Systems and all necessary equipment, with visible markings indicating "Clarkson Valley Police."

All associated costs for REJIS, St. Louis County Communications/dispatching.

For further services provided please refer to the various sections of proposal as attached hereto.

Term of contract: The term of the contract shall be for a five (5) year period (July 1, 2017 – July 1 2022).

Total Cost - \$407,107.00

Note: (Ref. Instructions and General Conditions of Bidding)

Item 8. - This cost proposal anticipates that any funds received by the City of Clarkson Valley from the State Police Training fund will be relinquished to the Chesterfield Police Department for Missouri Police Officer Standards and Training (P.O.S.T.) mandated training of contract officers assigned to Clarkson Valley.

Item 9. - Should the City of Chesterfield be awarded a contract for the provision of police services a mutually agreed upon procedure for dispute resolution shall be included within the contract.

Item 10 - Additional services to be provided at no additional cost will include, but not necessarily limited to the following: Fingerprinting of residents for employment and/or licensing purposes; Prisoner "fit for confinement" examinations and prisoner housing; Installation of vehicle Child passenger restraint seats.