

RESOLUTION NO. 437

A RESOLUTION TO APPROVE AN AGREEMENT BY AND BETWEEN THE CITY OF CHESTERFIELD AND THE ROCKWOOD SCHOOL DISTRICT TO PROVIDE FOR SCHOOL RESOURCE OFFICERS IN THE CITY OF CLARKSON VALLEY.

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, and;

WHEREAS, The City of Chesterfield and the Rockwood School District desire to provide school resource officers, and;

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

1. The City Council of the City of Chesterfield hereby authorizes the Mayor of Chesterfield to execute the agreement for School Resource Officers in conjunction with the provision of law enforcement services for the City of Clarkson Valley.

Passed and approved this 19th day of June 2017.



Bob Nation, Mayor

ATTEST:



Vickie Hass, City Clerk

SCHOOL RESOURCE OFFICERS AGREEMENT

This School Resource Officers Agreement (hereinafter "Agreement") is made and entered into as of the _____ day of _____, 2017, between ROCKWOOD R-VI SCHOOL DISTRICT (hereinafter "DISTRICT"), a seven director public school district in the State of Missouri by and through its Board of Education and CITY OF CHESTERFIELD, MISSOURI (hereinafter "CITY"), a 3rd class city organized under the laws of the State of Missouri on behalf of the City of Chesterfield Police Department (hereinafter "DEPARTMENT");

WHEREAS, DISTRICT desires CITY to provide a security program to assist DISTRICT at the following schools: (a) Marquette High School (hereinafter "Marquette"); and (b) Crestview Middle School (hereinafter "Crestview") (hereinafter collectively, Marquette and Crestview are the "SCHOOLS") to provide a safe environment for the students, staff and citizens who interact with DISTRICT; and

WHEREAS, CITY desires to provide a security program at the SCHOOLS (hereinafter the "Program") for DISTRICT;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations hereinafter stated, the receipt and sufficiency of which are hereby acknowledged by the parties, DISTRICT and CITY mutually agree as follows, to wit:

ARTICLE I – TIME OF PERFORMANCE

1.1 This Agreement shall be for an initial ____ year term commencing on _____, 2017 and terminating on _____, _____. This Agreement shall be automatically renewed thereafter for one-year terms until terminated by either party as provided for under Section 3.3 of this Agreement. Each renewal term shall be subject to the same terms and conditions as set forth in this Agreement except compensation for each renewal term shall be determined as provided under Section 2.1 of this Agreement.

ARTICLE II – COMPENSATION

2.1 (a) CITY shall detach _____ (____) police officers from its DEPARTMENT and assign those officers to the SCHOOLS as follows: _____ (____) officers shall be assigned to Marquette and _____ (____) officers shall be assigned to Crestview, where they shall function as "School Resource Officers" (hereinafter collectively, "Officers"). During the 12-month period that will commence on _____, 2017, DISTRICT will pay CITY \$_____ per month for said Officers for an annual cost of \$_____. The cost to DISTRICT represents seventy-five percent (75%) of CITY's salary and benefit costs for said Officers. In addition to the costs for said Officers, an annual amount of \$_____ is added to cover the cost of ____ (____) marked patrol vehicles provided by CITY for exclusive use by the "School Resource Officers." The addition of the marked patrol vehicles brings DISTRICT's total monthly cost to \$_____ and total annual cost to \$_____.

(b) At least thirty (30) days prior to the expiration of any year during the initial term of this Agreement or any renewal term thereafter, CITY shall provide DISTRICT a cost sheet in the form of a "Police Service Costs" sheet similar to Exhibit A, which is attached hereto and made a part of this Agreement. The cost sheet shall detail the projected costs of the Officers and the vehicles for the next coming year of the Agreement. DISTRICT shall not be required to pay more than seventy-five percent (75%) of CITY's salary and benefit costs of its Officers assigned to DISTRICT under this Agreement in each year. For the purpose of calculating the overall annual compensation adjustment for each year of initial term of this Agreement and for each renewal term thereafter, no increase shall exceed five percent (5%) of the costs for the preceding year.

2.2 DISTRICT shall be billed by CITY in monthly installments of the total annual cost. CITY shall present to DISTRICT an invoice within ten (10) days of the end of each month. DISTRICT shall remit payment with thirty (30) days after receipt of each invoice.

ARTICLE III – PROGRAM TERMS AND CONDITIONS

3.1 Under the terms of this Agreement, CITY shall provide police officers who have been jointly selected by CITY and DISTRICT and who are to respond to the needs of DISTRICT and who shall regularly make contact with and assist the staff and students of DISTRICT. The Officers performing services under the terms of this Agreement shall, at all times, be considered employees of CITY and not of DISTRICT. If DISTRICT determines that any Officer assigned to provide services under this Agreement is not performing in accordance with this Agreement, DISTRICT shall provide written notice to CITY to replace said Officer and upon such notice, CITY shall replace the Officer within ten (10) days of receipt of such notice by DISTRICT. The functions of the Officers at the SCHOOLS will include, but not be limited to:

- (a) serving as a problem-solving resource for the students, faculty and staff;
- (b) enforcing DISTRICT's policies and guidelines as they relate to security and safety issues;
- (c) providing assistance to DISTRICT in dealing with individuals and/or conditions that may pose a threat to the personnel, students and/or property of DISTRICT;
- (d) providing patrol activities and performing other duties which are deemed appropriate by DISTRICT and CITY;
- (e) coordinating law enforcement functions with support units of CITY;
- (f) offering assistance to DISTRICT by serving as a guest speaker and/or an emcee at special events sponsored by DISTRICT;
- (g) working with the neighborhoods adjacent to DISTRICT's SCHOOLS for the mutual goals and objectives of DISTRICT and CITY and to foster community problem solving;

- (h) being available to DISTRICT Mondays through Fridays from _____ a.m. to _____ p.m. from _____ to _____ each year and the Officers' working hours may be modified based upon need but subject to approval by both CITY and DISTRICT; and
- (i) completing all certification and training requirements for school resource officers pursuant to applicable governing laws as a prerequisite to becoming an Officer.

3.2 The Officers shall comply with all applicable laws, policies and procedures of DEPARTMENT. The Officers shall remain responsive to the chain of command of DEPARTMENT.

3.3 This Agreement may be terminated by either CITY or DISTRICT upon written notice to the persons designated under Section 3.9 of this Agreement. Said termination shall take effect 30 days after written notice is received by the non-terminating party.

3.4 CITY shall provide a supervisor of the rank of _____ or above who shall function as liaison with DISTRICT for purposes of this Agreement, but the _____ will not serve as the officer of DISTRICT. The _____ shall work with the individuals designated by DISTRICT to develop specific operational procedures to facilitate the goals of the Program.

3.5 It is acknowledged that CITY is [carries the following insurance _____] for claims involving workers' compensation and tort liability and CITY extends the protection of such insurance to CITY employees and officers subject to the terms and conditions of that policy, including the Officers. DISTRICT shall not be responsible for the salary and employee benefits of any employee of CITY who may provide service to DISTRICT pursuant to the terms of this Agreement, including the Officers assigned to DISTRICT under the terms of this Agreement. Nothing contained herein shall be construed as a waiver of any protection afforded to DISTRICT or CITY by the doctrine of sovereign immunity.

3.6 CITY and DISTRICT shall meet monthly to monitor and evaluate the progress of the Program.

3.7 As used in this Agreement, the term "DISTRICT" means the officers, employees, legal representatives, successors or assigns of DISTRICT; and the "CITY" means the officers, employees, legal representatives, successors and assigns of CITY.

3.8 Neither CITY nor DISTRICT shall be liable for delays or defaults in the performance of this Agreement due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond the reasonable control and without the fault or negligence of DISTRICT or CITY.

3.9 Any notice, invoice, communication or compensation provided herein, and any service of process shall be in writing and considered completed and received twenty-four (24)

hours after said notice, invoice, communication or compensation is posted, postage prepaid, addressed as follows:

To DISTRICT:
Dr. Eric Knost, Superintendent
Rockwood School District
111 E. North Street
Eureka, MO 63025

To CITY:

Chief of Police
Chesterfield Police Department

Chesterfield, MO _____

ARTICLE IV-MISCELLANEOUS

4.1 This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of this Agreement.

4.2 Any amendment that may be made to this Agreement shall be in writing and the amended Agreement shall be executed with the same formality as this Agreement.

4.3 In the event that any actions or proceedings are initiated with respect to this Agreement, DISTRICT and CITY agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

4.4 This Agreement may not be assigned or otherwise transferred by either party without the prior written approval of the other party.

4.5 This Agreement shall not be construed as an agreement for the benefit of any third party.

4.6 Notwithstanding anything that may be found in this Agreement to the contrary, the parties do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or by statute.

4.7 In the event any condition, clause or particular of this Agreement is ruled to be null and void by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

4.8 The captions in this Agreement are for convenience and reference only and in no way define, limit, describe or enhance the scope or intent of this Agreement nor in any way affect this Agreement.

4.9 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Signature Page to Follow]

IN WITNESS THEREOF, DISTRICT and CITY have signed their names on the day and year first above written.

ROCKWOOD VI- SCHOOL DISTRICT, a seven director public school district in the State of Missouri by and through its Board of Education

By: _____
Name: _____
Title: _____

CITY OF CHESTERFIELD

By: _____
Name: _____
Title: _____

ROCKWOOD SCHOOL DISTRICT
Police Services Costs

EXHIBIT A

I. School Resource Officers

A. _____ Police Officers (base salary average \$_____)
[Add as appropriate for City Fringe benefits (social security, retirement,
unemployment, workers' comp, health insurance, life insurance), longevity pay,
clothing @ \$_____ per officer]

Police Officer average \$_____ \$_____

B. Transportation

_____ vehicles @ \$_____ each \$_____

2017-_____ Annual \$_____

Monthly \$_____