



CITY OF CHESTERFIELD
PUBLIC HEALTH & SAFETY COMMITTEE

AUGUST 11, 2020
5:30 pm

ZOOM MEETING

<https://zoom.us/j/93572836251>

(312) 626 6799 Webinar ID: 935 7283 6251

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes
December 12, 2019
- IV. Election of Vice-Chair of PH&S and Council Representative to Police Personnel Board
 - a. The Committee will elect a Vice-Chair Person for the PH&S Committee
 - b. Election of Council Liaison to Police Personnel Board
- V. Crime Prevention/Reduction Strategy
Chief Johnson will present a proposed Crime Prevention/Reduction Strategy for Committee consideration and possible forwarding to full Council for adoption.
- VI. Maryville University Housing of Students in Chesterfield
Chief Johnson will present for Committee review a Memorandum of Understanding regarding the housing of Maryville Students within the City of Chesterfield.
- VII. Local Police Agencies - Sharing of Resources Cooperative agreement
Chief Johnson will present for Committee review a Memorandum of Understanding regarding the sharing of resources by local West County Police Agencies.
- VIII. Proposal to repeal City Ordinance 50 (1988), Headgear Required-Motorcycles
Chief Johnson will submit for Committee consideration a draft ordinance repealing City Ordinance 50 of the Municipal Code requiring protective headgear for anyone while

operating or riding as a passenger on any motorcycle. (New Missouri law prohibits political subdivisions from imposing a protective headgear requirement.)

IX. Other

X. Next Meeting

XI. Adjourn

NOTE: Public Health and Safety Committee will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determines to be appropriate discussion at that time.

Notice is hereby given that the Public Health & Safety Committee may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: Legal actions, causes of action, litigation or privileged communications between the City representatives and its attorneys (RSMo 610.021 (1) 1994; lease, purchase or sale of real estate (RSMo 610.021 (2) 1994; hiring, firing, disciplining or promoting employees within employee groups (RSMo 610.021 (3) 1994; bidding specification (RSMo 610.021 (11) 1994; and/or proprietary technological materials (RSMo 610.021 (15) 1994.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE PUBLIC HEALTH & SAFETY COMMITTEE MEETING SHOULD CONTACT CITY CLERK VICKI MCGOWND AT 636-53-6715, AT LEAST TWO (2) WORKING DAYS PRIOR TO THE MEETING.

MEMORANDUM

III

DATE: December 12, 2019
TO: Mike Geisel, City Administrator
FROM: Chief Ray Johnson
SUBJECT: PUBLIC HEALTH & SAFETY COMMITTEE

The Public Health and Safety (PH&S) Committee met on Thursday, December 12, 2019. Those in attendance included Chairperson Mary Monachella Councilmember Ward I, Councilmember Ben Keathley, Ward II, Councilmember Michael Moore, Ward III, Councilmember Michelle Ohley, Ward IV, Councilmember Dan Hurt, Ward III, Chief Ray Johnson, Captain Cheryl Funkhouser, Captain Michael Thompson, and Captain Dan Dunn.

I. Called to order

The meeting was called to order at 5:30 PM by Chairperson, Councilmember Mary Monachella.

II. Roll Call was completed

III. Approval of Minutes – September 24, 2019

Councilmember Moore motioned and Councilmember Ohley seconded to approve the minutes of the September 24, 2019. The motion carried 3-0.

III. CAPY

Chief Johnson gave the Committee members the history of the CAPY committee and noted that it has been struggling the past few years. The current chairperson of this committee is resigning at the end of this year and, in fact, he is presently the only member of CAPY. Chief Johnson proposed that this Committee be suspended and the effective programs be maintained by the Police Department. CAPY funding is supplied through the Police Department budget. There was additional discussion regarding publication on the City website about this committee. It was decided to leave the website as is and just share the information about the suspension of this Committee with City Council.

IV. NIMS/ICS Training for Elected Officials

Chief Johnson informed the Committee members that City personnel are participating in the National Incident Management System (NIMS) and Incident Command System (ICS) training. Toward that end, the State Emergency Management Agency (SEMA) recommended that municipal elected officials also participate in this training. He also noted that funding reimbursement from SEMA could be denied if there was a disaster in the City. This is a three-part training program that is all completed on-line. There is no cost to the City for this training.

Councilmember Moore motioned and Councilmember Ohley seconded to recommend approval of this training to full City Council. This motion carried 4-0.

If approved by City Council, the Police Department will coordinate scheduling and details of the training and assist with City Council access, completion, and tracking each training module.

V. Investigation of Anonymous Complaints

Chief Johnson requested the Committee to consider changes to Ordinance 1932, Chapter 7, Building & Building Regulations, Article II, Section 7-11, and Ordinance 1932, Chapter 25, Solid Waste, Article II, Section 25-28 regarding action on anonymous complaints. These ordinances state that "No anonymous allegations shall be accepted or recorded by the City." Chief Johnson noted that, in fact, the police department does investigate anonymous complaints and that this is in the best interest of the citizens of Chesterfield. The Committee members agreed.

Councilmember Ohley motioned and Councilmember Keathley seconded to amend the current ordinances the appropriate portions which prohibit the filing of anonymous allegations. The amended ordinances will be forwarded to City Council with a recommendation for approval. The motion carried 4-0.

VI. Other – Victims Advocate for Municipal Court

Councilmember Monachella reminded the members of the Committee that City Prosecuting Attorney Engelmeyer had requested the consideration of additional personnel, a Victims Advocate, for the Municipal Court. Although noted that this would be included on the Agenda for the December 12th meeting, it was not on the agenda. The additional information needed to discuss this request was not available in time for this meeting.

Councilmember Keathley motioned and Councilmember Ohley seconded to postpone this agenda item for a future meeting when City Prosecuting Attorney will be able to attend. This motion carried 4-0.

VII. Next Meeting

There was no specific date set for the next meeting.

VIII. Adjournment

Having no further business, Chairperson Monachella adjourned the meeting at 5:55 PM.



Chesterfield Police Memorandum



DATE: June 22, 2020

TO: Mike Geisel, City Administrator

FROM: Chief Ray Johnson 

SUBJECT: POLICE DEPARTMENT CRIME REDUCTION/PREVENTION STRATEGY

V

As requested by City Council, and as per your direction, please find attached a Police Department Crime Reduction/Prevention Strategy for our City. This strategy document/proposal was developed in conjunction with our Municipal Prosecuting Attorney Tim Englemeyer and targets the more common/frequent property crimes occurring in Chesterfield.

While the prevention, deterrence, and apprehension phases of the strategy falls primarily with the Police Dept., the prosecutorial aspect of the plan lies with the court; P.A. Englemeyer has pledge his support and cooperation to further the success of this proposal.

* It is anticipated that this undertaking will be successfully achieved with existing resources, with one exception. To better assure its effectiveness/success, the plan calls for the purchase and deployment of an Automatic License Plate Reader (ALPR's) system. Such system was included in the proposed Police Budget Expenditures for 2020 but was cut during budget reduction phases. We are now asking for reconsideration of the purchase at \$21,000 to further assure the success of the proposed Crime Prevention/Reduction strategy. While the implementation of the specific strategies can move forward without the ALPR's System, it IS considered an integral part of the proposal, and will tend to solidify and assure, and further the likelihood of success.

\$21,000,
Additional
Cost

Thank you for the opportunity to submit this proposed crime reduction/prevention strategy. If approved, the Police Department is prepared to implement the proposed strategies immediately, with regular and timely progress updates to be provided. Please advise if you have any questions or further direction to offer at this time.

Chief:

Please forward to PH.E'S for review
and direction *mezz* June 30th, 2020

**CHESTERFIELD
POLICE DEPARTMENT**

**CRIME
REDUCTION/PREVENTION
STRATEGY**

2020/2021

SUBMITTED BY:

Chief Ray Johnson

TO:

Mr. Michael Geisel

City Administrator

June 22, 2020

PURPOSE

The purpose of this report is to develop a strategy to reduce and prevent crime in the City of Chesterfield.

STATEMENT OF THE PROBLEM

While Chesterfield is a safe place to live and work, we do experience a fair share of property crimes, with larcenies being the highest occurring. In 2019 there were 649 larcenies reported. Shoplifting accounted for 45% (291) of the documented cases. Larcenies from motor vehicles accounted for 24% (159). While larcenies are largely a crime of opportunity, the problem we are experiencing in Chesterfield appears to be specifically targeted crimes. Large retail establishments attract opportunists and professional shoplifters. These individuals are often repeat offenders who see Chesterfield as an ideal location to steal. Once confronted by store employees or the police these individuals often flee in vehicles at high rates of speed.

Larcenies from vehicles and motor vehicle thefts has seen a large increase throughout the St. Louis County area; Chesterfield is no exception to this trend. Groups of individuals travel to the area during the overnight hours with the purpose of stealing from vehicles and stealing vehicles when the opportunity presents itself. The vehicle thefts are, for the most part, the result of owners leaving their vehicles unlocked with the keys inside. There were 51 stolen vehicles reported in 2019, compared with 34 in 2018.

Both the retail thefts and the theft/larcenies off/from vehicles is an ongoing challenge and must be addressed on many different levels. Prevention, Deterrence, Apprehension, and Prosecution all play a critical role and must all be considered in conjunction with one another.

Prevention is the first and best option; and police visibility is key. A high police presence at and near the retail districts is paramount to helping prevent shoplifting. Police visibility in the residential areas is, likewise, of great significance in preventing late night auto thefts/break-ins.

Deterrence of repeat criminal activity comes in many different forms. Immediate consequences are often more effective than the possibility of punishment at a later date or, as is often the case, not at all. Suspects who are arrested for stealing are often issued a summons and released at the scene or brought to the station where they are processed, issued a summons, and released. This does very little to deter them from returning. In custody warrant application for repeat offenders must be a priority. Asset forfeiture proceedings must also be reinforced to the officers. Generally, each felony shoplifting involves the use of a motor vehicle to assist in the crime. If the evidence suggests the vehicle was knowingly used as an instrument of the crime, it should be seized and asset forfeiture should be completed before the end of the officer's shift. Full custodial arrests for larcenies should require the officer to inquire with the victim if they wished to have the suspect's vehicle towed from their property. This would eliminate the need for the suspect to return to the scene of the crime.

Apprehension of those responsible for the thefts is critical. The SEU does an outstanding job of catching a large number of suspects, however, many go undetected. The purchase and use of an Automatic License Plate Recognition (ALPR) system would be beneficial to our effectiveness in alerting officers of stolen, wanted, and suspect vehicles when they arrive at a location.

Prosecution of shoplifters has always been an issue. A fourth offense is a felony; but, many offenders have pages of arrests with very few convictions. Property crimes such as shopliftings are seen by many courts and prosecutors as nuisances and are often plead out, or result in a

reduced charge or an S.I.S. (Suspended Imposition of Sentence). The ability to charge the suspect in a municipal court and obtain a conviction on the original charge of stealing will go far in ultimately insuring a felony conviction for a Stealing 4th Offense. The police need to work hand in hand with the Municipal Prosecuting Attorney, by preparing thorough courtroom testimony, and detailed police reports, to ensure when practical that "career" shopliftings are not plead out or reduced to a lesser charge at the municipal level.

GENERAL RESPONSE

Vehicle thefts and larcenies have recently been addressed by establishment of a vehicle theft prevention detail. This detail was devised to increase staffing on the midnight shift. The officers assigned are working Thursday through Sunday which statistics have shown to be the most likely days of occurrence. The use of unmarked vehicles, plainclothes officers, K-9 Units, and marked units have proven effective thus far and will be continuing throughout the near future. It is understood this type of criminal activity is sporadic and difficult to predict. This detail will be able to be implemented thought the year as deemed necessary. Furthermore, similar details should be enacted when any type of crime trend arises in Chesterfield.

Criminal Investigation is a key element in crime prevention. Suspects who are identified and apprehended are less likely to return to an area and will move elsewhere. The detective bureau is currently staffed with 6 detectives which will allow them to dedicate more time to their cases. It is suggested to maintain this level of staffing.

Cooperation with our neighboring municipalities is paramount in reducing crimes. Steps have already been taken to ensure the sharing of resources, information, and staffing to reduce crime in our region.

Community Affairs and social media is an excellent weapon to combat crime and to keep the citizens involved in their community. A new supervisor has recently been assigned to the community affairs division with direction to assure the unit will become more aggressive and involved within the community. The goal is to better foster the already positive relationship we have with our citizens.

Beginning in June of 2019 the Bureau of Uniform Patrol implemented a new Daily Activity Requirements. These new requirements in conjunction with the monthly, midyear, and Annual evaluation redefine what is expected from an officer. Self-initiated activity became a priority and officers are now required to reach a minimum of 30 such activities per month to receive a minimum evaluation score of a 3 (Meets standards). This has resulted in an increase of activity directly related to crime prevention such as traffic contacts, open doors, open garage doors, and arrests. These requirements will be reinforced on a routine basis to help reduce criminal activity.

SPECIFIC STRATEGIES

The Chesterfield Police Department will strive to achieve successful crime prevention/reduction by implementation of the following strategies:

- 1) Ensure the SEU (Special Enforcement Unit) is fully staffed with 8 officers and a working supervisor.
- 2) Purchase and implement an Automatic License Plate Recognition (ALPR) system.
- 3) Require full custodial arrest and In-custody warrant application for all repeat offenders.
- 4) Implement seizure and asset forfeiture proceedings when evidence suggests a vehicle was knowingly used as an instrument of the crime, shoplifting or otherwise.
- 5) Full custodial arrests for larcenies shall require the officer to inquire with the victim if they wish to have the suspect's vehicle towed from their property.
- 6) Partner with the Chesterfield Municipal Court to ensure repeat offender shoplifting charges, where practical, are not plead out or reduced to a lesser charge.
- 7) Establish and enact special ad hoc anti-theft details in response to any type of crime trend arising in Chesterfield.
- 8) Maintain current staffing of 6 detectives for thorough follow-up investigation of crimes occurring.
- 9) Partner with neighboring municipalities for the sharing of resources, information, and staffing to reduce crime, not only within Chesterfield, but within the West County region.
- 10) Direct the Department's Community affairs Unit to become more aggressive and involved in the community; Neighborhood Watch meetings, etc.
- 11) Enhance the use of Social media to highlight community crime patterns and to share crime prevention information with the community.
- 12) Require police patrol officers to conduct a minimum of 30 self-initiated activities per month with an emphasis on crime prevention/reduction.

CONCLUSION

The City of Chesterfield is fortunate in that we experience a relatively low crime rate. Particularly as it pertains to visible street level crime or crimes against persons. Nonetheless, property crimes in both the commercial/retail districts and the residential areas of the City tend to have a detrimental effect, both financially, and on the compromising sense of safety and security of our residents and the community at large.

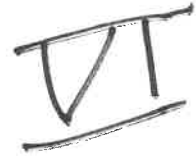
Therefore, the implementation and monitoring of the strategies contained herein shall become a goal for the Police Department. However, complete success is dependent on the participation and full cooperation of the community, the municipal court, and the Police. Instilling and obtaining that cooperation is critical and will be "Priority One" as we carry out the implementation of the strategies outlined.

The Department's Crime Analyst shall maintain statistical data for comparison purposes and to gauge the effectiveness of the strategies outlines herein. Adjustments in tactics and reallocation of manpower and resources will be made as necessary to assure success.

Memorandum of Understanding
Chesterfield

And

Maryville University



This Memorandum of Understanding (MOU) is entered into on the date set forth below by and between the City of Chesterfield, a Municipal Corporation ("City"), and Maryville University, a private institution of higher education ("University").

WHEREAS, the City has a department, the Chesterfield Police Department (CPD), that is the law enforcement agency in Chesterfield, Missouri, which jurisdiction includes the Maryville University Hockey Center, The Drury Hotel (Temporary residential housing location for 2020-2021 school year); and

WHEREAS, the University has a Public Safety department that works to provide the Maryville community with a safe and secure environment in which to learn, live, work and grow ("University Public Safety"); and a Student Life department which employs a Sexual Harassment Title IX Coordinator and other employees who are responsible for investigating complaints of discrimination and sexual harassment, which includes sexual violence/assault, domestic assault, dating violence and stalking; and

WHEREAS, the CPD and University Public Safety work cooperatively when necessary to protect the health, safety and welfare of the University's students, employees and visitors, and the Chesterfield community generally; and

WHEREAS, the City and University agree that crime reported on University's campus and in certain instances off-campus, but related to the University community, warrants the parties' continued cooperation, collaboration and communication, to the extent allowable under law; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances, as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Sexual Violence/Assault.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding reported incidents of sexual violence/assault: on or adjacent to the University campus, in connection with any University sponsored programs or activities, involving any organization officially recognized by University located off-campus or otherwise against a current University student (a "Sexual Violence Report").
 - a. Nothing in this MOU shall be construed as requiring City or University to share information with the other, including in instances where the City reasonably believes that doing so would jeopardize its criminal investigation.
 - b. University has developed policies and protocols concerning Sexual Violence Reports. If not deemed to interfere with a CPD criminal investigation, CPD will notify University Public Safety of

- a Sexual Violence Report, in order for University to consider whether any investigation or reporting obligations exist for University.
- i. CPD will provide University Public Safety with the victim's name and basic information about the Sexual Violence Report [upon the written consent of the victim(s)].
 - ii. In some cases, University may need to take immediate interim action to protect the victim(s) and keep campus safe. However, upon CPD's request, University will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by CPD, University will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, CPD will notify University Public Safety when it has completed its initial investigation and notification to the parties by University will not interfere with the criminal investigation.
- c. When University receives a report of a Sexual Violence Report, it will inform the victim of University's coordination with CPD and inform the victim that, with the victim's written consent, University will provide the victim's name and basic information about the incident to CPD to assist in coordination of the administrative and criminal investigations, with no obligation on the victim to pursue the criminal matter. University will make the victim aware of the victim's right to make a criminal report, if the victim desires. Upon request, University will coordinate and assist the victim in contacting CPD.
 - d. The CPD and University Public Safety will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and University's obligations under the federal law.
 - i. University will provide CPD with a one-page information sheet regarding the University's administrative complaint process, protective measures and campus resources. CPD agrees that its investigators will strive to provide the information sheet to student-victims interviewed in cases involving sexual violence.
 - ii. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.
2. **Domestic Violence and Stalking.** The University agrees to provide CPD information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking for inclusion in CPD's victim resource information packet.
 3. **Collection of Crime Statistics.** The University is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from CPD annually. CPD agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for crime statistics.
 4. **Emergency Notification and Crime Alerts.**
 - a. The parties acknowledge that the University is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

- b. If CPD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, employees or visitors, CPD may notify University Public Safety so that University Public Safety can determine whether an emergency notification or timely warning should be issued by the University.
5. **Quarterly Meetings.** The parties agree to meet quarterly at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, such as:
 - a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;
 - b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource information packet handed out pursuant to this MOU.
 - c. Ensure compatibility of this MOU with any changes in laws, policies or circumstances.
6. **Applicability of Rules, Regulations, Policies and Procedures.** Nothing in this MOU is intended to negate or supersede existing rules, regulations, policies and/or procedures of either party.
7. **Disclaimer.** Notwithstanding this MOU, the City and University are and shall always remain separate and distinct entities. Liability resulting from the independent actions or omissions of one entity shall in no way be imputed on the other entity. In the event that liability arises from actions taken in accordance with this MOU, City and University shall both assume full responsibility for the actions taken by employees of their respective entity.
8. **Insurance.** The City and University shall each be responsible for maintaining its own insurance with respect to potential liability related to the activities contemplated under this MOU.
9. **Termination.** Either party may terminate this MOU upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.
10. **Modification.** This MOU may be modified only in a writing signed by both parties.
11. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
12. **Third Parties.** Nothing contained herein shall be construed to create a right, claim or cause of action on behalf of any person not a party to this MOU.
13. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Missouri.
14. **Approval and Authorization.** Each party represents and warrants by the execution of this MOU that the execution, delivery and performance of this MOU by such party has been duly authorized.

IN WITNESS WHEREOF, the undersigned hereto have executed this MOU this ____ day of _____, 2020.

THE CITY OF CHESTERFIELD

Mayor

Bob Nation

Ray Johnson
Chief of Police

MARYVILLE UNIVERSITY

Mark Lombardi, PhD
President

Jair Kollasch
Director of Public Safety

VII

LAFAYETTE AREA POLICE AGENCY
MEMORANDUM OF UNDERSTANDING

This purpose of this document is to describe the mutual aid agreement and an understanding of the sharing of resources between the following police agencies: Ballwin Police Department, Chesterfield Police Department, Ellisville Police Department, Manchester Police Department and Town & Country Police Department. All departments located within St Louis County, MO.

WHEREAS, the parties have determined that providing resources across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing resources and for the use of their joint police forces, their equipment and materials for their mutual protection, defense and maintenance of peace and good order; and

WHEREAS, the parties agree that the sharing of personnel, equipment and expertize resources creates a more efficient delivery of serves; and

WHEREAS, the parties agree that it is it to their mutual benefit to cooperate in the enforcement of laws.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, subject to the specific terms and conditions herein, the parties hereto jointly resolve and agree with one another as follows:

1. The following definitions apply to this Memorandum of Understanding (the plural version of any defined term meaning two or more instances of the defined term):
 - a. Signatory Agency – An Agency that has executed this agreement by signature of an authorized individual for the Agency.
 - b. Resources – Personnel, Equipment or Expertise (or any combination therein).
 - i. Personnel – Missouri State P.O.S.T. certified Peace Officers
 - ii. Equipment – includes, but is not limited to; marked police vehicles, unmarked police vehicles, all-terrain vehicles (ATV/UTV), speed detection devices, surveillance equipment, unmanned aircraft systems (drones), forensic tools, evidence collection tools and Police K-9.
 - iii. Expertise – Personnel trained in a particular discipline with the certification to apply, or train others in, that discipline's techniques.
 - c. Federal Aviation Administration (FAA) licensed pilot in command, under 14 CFR part 107, for unmanned aircraft systems (drones).
 - d. Requesting Agency - A Signatory Agency to this document that has primary jurisdiction over the area of interest and, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate and/or efficient response to an incident(s) without the assistance of others.
 - e. Responding Agency -A Signatory Agency to this document that provides resources.

2. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional resources, without the necessity of deputizing officers from the other cooperating jurisdictions, when a need exists. Such officers and their principals shall have full police powers as conferred upon them by law during the period of such need in the jurisdiction which they do not normally serve. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of Missouri.
3. Each Signatory Agency shall notify its police officers and general liability insurance carriers of this agreement.
4. Nothing herein shall be construed so as to interfere with or supersede any Signatory Agency's collective bargaining agreement with its employees' respective representation. To the extent that any collective bargaining agreement between a Signatory Agency and its employees' representation is inconsistent with this document, the aforementioned collective bargaining agreement shall control. Each Signatory Agency shall review any and all applicable collective bargaining agreements it is a party to in order to determine its obligations thereunder.
5. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the Requesting Jurisdiction said request may be made through general dispatch at the direction of the requesting officer.
6. Upon receipt of a request for assistance, the officer receiving the request shall consider the circumstances in the requesting jurisdiction. He/she shall evaluate the disposition and availability of his/her own resources, and the capacity of his/her own agency to provide the requested assistance. The receiving officer who concurs in the existence of a need of law enforcement assistance within the Requesting Jurisdiction shall provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his/her agency's own forces.
7. Nothing contained in this agreement shall compel any party hereto to respond to a request for assistance when its own resources are, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, needed or are being used within the boundaries of its own jurisdiction. No party actually providing assistance pursuant to this document shall be compelled to continue with such assistance if, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, its personnel and/or equipment are needed for other duties within its jurisdictional boundaries. The Requesting Agency agrees that this agreement shall not give rise to any liability or responsibility for the failure of any other Signatory Agency to respond to any request for assistance made pursuant to this agreement.
8. During the period assistance is provided, personnel of the Responding Agency shall operate in the Requesting Agency with the same powers, rights, benefits, privileges, and immunities as are enjoyed by the members of the Requesting Agency. Each officer who enters the jurisdiction of the Requesting Agency pursuant to this document is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is

understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

9. The principal law enforcement officer of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into the Requesting Agency.
10. The law enforcement officers, agents, and employees of a Responding Agency when acting beyond its territorial limits, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.
11. Each party to this agreement shall waive any and all claims against other Signatory Agencies which may arise from their activities outside their respective jurisdictions when acting under this agreement.
12. The Signatory Agencies shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles, and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement. All equipment provided or services performed under this agreement shall be provided without reimbursement to the Responding Agency from the Requesting Agency. Nothing contained herein shall prohibit a Responding Agency from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a request from other sources. The Requesting Agency agrees to cooperate with any effort to seek reimbursement or defrayment of expenses on the part of Responding Agency.
13. Throughout the duration of any response for assistance, the Requesting Agency shall provide for adequate radio communications with personnel of the Responding Agency. This may be in the form of agency-owned radios, radio network interfacing, or use of multi-jurisdictional radio frequencies.
14. If any part, term, or provision of this agreement is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Missouri, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties to this agreement shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Missouri.
15. All Signatory Agencies to this agreement agree to comply with federal, state, county, and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the signatory jurisdictions' respective performances of the provisions of this agreement.
16. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Agencies to this agreement. Each Signatory Agency is acting in its own individual capacity and not as the agent of any other Agency which is created by this agreement.

17. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Jurisdictions to this agreement. Each Signatory Jurisdiction is acting in its own individual capacity and not as the agent of any other Jurisdiction which is created by this agreement.

IN WITNESS WHEREOF, each individual signing below represents and warrants that he or she is fully authorized to sign and deliver this agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this agreement as of the date and year written below.

Ballwin Police Department

Name _____

Signature_____

Title _____

Date _____

Chesterfield Police Department

Name _____

Signature_____

Title _____

Date _____

Ellisville Police Department

Name _____

Signature_____

Title _____

Date _____

Manchester Police Department

Name _____

Signature_____

Title _____

Date _____

Town & Country Police Department

Name _____

Signature_____

Title _____

Date _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 50 (1988) OF THE MUNICIPAL CODE OF THE CITY OF CHESTERFIELD PERTAINING TO THE REQUIRING OF PROTECTIVE HEADGEAR FOR THE OPERATOR AND PASSENGER OF A MOTORCYCLE OR MOTORTRICYCLE

WHEREAS, The City of Chesterfield currently has in place an ordinance requiring every person operating or riding as a passenger on any motorcycle or motortricycle to wear protective headgear as required and specified by the State; and,

WHEREAS, The State has now enacted legislation which prohibits any political subdivision of the state from imposing a protective headgear requirement on the operator or passenger of a motorcycle or motortricycle, and;

WHEREAS, The City of Chesterfield is a political subdivision of the State and is therefore prohibited from imposing such a protective headgear requirement,

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Ordinance 50 (1988) of the Municipal Code of the City of Chesterfield pertaining to the requiring of protective headgear for the operator and passenger of a motorcycle or motor-tricycle is hereby repealed in its entirety.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

Words 1st search term or section number And 2nd search term

There are multiple enactments of 302.020

Title XIX MOTOR VEHICLES, WATERCRAFT AND AVIATION

Chapter 302

Effective - 28 Aug 2020, 3 histories

302.020. Operation of motor vehicle without proper license prohibited, penalty — motorcycles — special license — protective headgear, failure to wear, fine, amount — no points to be assessed. — 1. Unless otherwise provided for by law, it shall be unlawful for any person, except those expressly exempted by section 302.080, to:

(1) Operate any vehicle upon any highway in this state unless the person has a valid license;

(2) Operate a motorcycle or motortricycle upon any highway of this state unless such person has a valid license that shows the person has successfully passed an examination for the operation of a motorcycle or motortricycle as prescribed by the director. The director may indicate such upon a valid license issued to such person, or shall issue a license restricting the applicant to the operation of a motorcycle or motortricycle if the actual demonstration, required by section 302.173, is conducted on such vehicle;

(3) Authorize or knowingly permit a motorcycle or motortricycle owned by such person or under such person's control to be driven upon any highway by any person whose license does not indicate that the person has passed the examination for the operation of a motorcycle or motortricycle or has been issued an instruction permit therefor;

(4) Operate a motor vehicle with an instruction permit or license issued to another person.

2. Every person under twenty-six years of age who is operating or riding as a passenger on any motorcycle or motortricycle, as defined in section 301.010, upon any highway of this state shall wear protective headgear at all times the vehicle is in motion; except that, any person twenty-six years of age or older operating any motorcycle or motortricycle who has been issued an instruction permit shall wear protective headgear at all times the vehicle is in motion. The protective headgear shall meet reasonable standards and specifications established by the director. No political subdivision of this state shall impose a protective headgear requirement on the operator or

passenger of a motorcycle or motortricycle. No person shall be stopped, inspected, or detained solely to determine compliance with this subsection.

3. Notwithstanding the provisions of section 302.340 any person convicted of violating subdivision (1) or (2) of subsection 1 of this section is guilty of a misdemeanor. A first violation of subdivision (1) or (2) of subsection 1 of this section shall be punishable as a class D misdemeanor. A second violation of subdivision (1) or (2) of subsection 1 of this section shall be punishable as a class A misdemeanor. Any person convicted a third or subsequent time of violating subdivision (1) or (2) of subsection 1 of this section is guilty of a class E felony. Notwithstanding the provisions of section 302.340, violation of subdivisions (3) and (4) of subsection 1 of this section is a misdemeanor, the first violation punishable as a class D misdemeanor, a second or subsequent violation of this section punishable as a class C misdemeanor, and the penalty for failure to wear protective headgear as required by subsection 2 of this section is an infraction for which a fine not to exceed twenty-five dollars may be imposed. Notwithstanding all other provisions of law and court rules to the contrary, no court costs shall be imposed upon any person due to such violation. No points shall be assessed pursuant to section 302.302 for a failure to wear such protective headgear. Prior pleas of guilty and prior findings of guilty shall be pleaded and proven in the same manner as required by section 558.021.

(RSMo 1939 § 8444, A.L. 1951 p. 678, A.L. 1967 p. 409, A.L. 1984 H.B. 1045, A.L. 1988 H.B. 990, A.L. 1989 1st Ex. Sess. H.B. 3, A.L. 1995 H.B. 717, A.L. 1996 H.B. 1047, A.L. 1999 S.B. 19, A.L. 2011 H.B. 111, A.L. 2014 S.B. 491, A.L. 2020 H.B. 1963)

(1969) This section is within the police power of the state and is not unconstitutional. *State v. Darrah* (Mo.), 446 S.W.2d 745.

(1970) This section merely leaves details of implementation to director of revenue and is not an unconstitutional delegation of legislative powers and does not deprive motorcyclists of due process. *State v. Cushmen* (Mo.), 451 S.W.2d 17.

(1970) This section does not violate the fourteenth amendment to the U.S. Constitution. *State v. Elliott* (A.), 459 S.W.2d 526.
