

**MEETING AGENDA**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**POLICE HEADQUARTERS**  
**1915 OLIVE STREET, ST. LOUIS MISSOURI 63103**

**Wednesday, March 4, 2026, at 9:00 am**

Public notice is hereby given that the St. Louis Board of Police Commissioners will meet on March 4<sup>th</sup>, 2026, at 9:00 am to discuss and act upon the matters on this agenda as follows:

1. Call to Order – Board President
2. Roll Call – Board Secretary
3. Pledge of Allegiance – Board President
4. Approval of February 25, 2026, Minutes – Board President
5. Committee Reports
  - a. Budget, Finance and Audit
    - i. Next Meeting – March 24<sup>th</sup>, 2026, at 10:00 am
  - b. Labor Management
    - i. Resolution to Adopt Modified Rule 7 Replacing Rule 7 Effect as of November 4, 2013, and Special Order 6-02
    - ii. Next Meeting – March 10<sup>th</sup>, 2026, at 10:00 am
  - c. Litigation
    - i. Next Meeting – TBD
6. New Business – Board President
  - a. Resolution to Approve Certain Agreements
    - i. National Forensic Laboratory Information System
    - ii. DEA License Plate Reader

- iii. FBI Hybrid Task Force
- iv. FBI Hybrid Task Force Overtime Reimbursement
- v. FBI Use of Space
- vi. Lexis Nexus
- vii. Missouri Highway Patrol Undercover Vehicle Reimbursement
- viii. Police Escort Contract
- ix. Missouri Department of Transportation Work Zone Master Agreement

7. Chief's Report – Chief Tracy

8. Announcements

9. Adjournment – Board President

**PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE ST. LOUIS BOARD OF POLICE COMMISSIONERS MEETING SHOULD CONTACT LT. COLIN TULLY 314-309-4391 AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE MEETING.**

**MEETING MINUTES**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**POLICE HEADQUARTERS**  
**1915 OLIVE STREET, ST. LOUIS MISSOURI 63103**

**Wednesday, February 25, 2026, at 1 pm**

The meeting of the St. Louis Board of Police Commissioners (“Board”) was called to order by Board President, Chris Saracino, at 1:08 pm on Wednesday, February 25, 2026. Notice was given timely, and members of the public were present.

Lt. Colin Tully performed the roll call confirming the following individuals were present, satisfying the quorum requirements: Commissioner Brad Arteaga, Commissioner Don Brown, Commissioner Sonya Jenkins-Gray, Commissioner Edward McVey, Commissioner Chris Saracino, and Mayor Cara Spencer.

Commissioner Saracino then led the Pledge of Allegiance.

Commissioner Arteaga moved to approve the minutes of the February 4, 2026 Board meeting as written. A voice vote was held.

Commissioner Saracino – Aye  
Commissioner Jenkins-Gray – Aye  
Commissioner Arteaga – Aye  
Commissioner McVey – Aye  
Mayor Spencer – Aye

The motion to approve February 4, 2026, minutes passed with a vote of 5-0.

**Committee Reports**

Commissioner McVey made a motion to approve Resolution No. 2026-8.

Board Secretary Lieutenant Colin Tully read Resolution No. 2026-8 aloud.

Commissioner McVey stated the goal was to submit this estimate by February 28<sup>th</sup>, 2026 as required by Missouri statute. Commissioner McVey noted this was a new process and the transition to State control has raised a lot of uncertainty. He advised the Department received its initial preliminary allocation from the City on January 28<sup>th</sup>, 2026. Commissioner McVey advised this allocation was less than anticipated. He stated that while the Departments expenses and the City’s allocation do not currently align, it is the understanding of the Board that we have until June 2026 to finalize this budget with the City.

Mayor Spencer advised that the proposed Department budget, received the previous evening, reflects an amount approximately \$48 million over the originally presented allocation. She stated that the City has not received supporting documentation detailing how the calculations were derived and expressed concern that the proposal significantly exceeds prior allocations.

Board General Counsel Chris Graville explained that the delay in calculations was tied to receipt of necessary financial figures on February 13 and emphasized that the issue centers on legal questions rather than budgeting issues. He stated that the dispute involves determining the proper definition of “general revenue” under the governing statute and whether certain funds, including pension and retiree healthcare obligations, should be included in the base calculation. He further advised that assistance from the State Auditor is being sought to clarify the appropriate methodology.

St. Louis City Budget Director Paul Payne outlined the calculation process used, including the removal of certain funds from the general revenue total, and stated that under his interpretation the Department is receiving 24.8% of the applicable revenue base. He acknowledged that the matter presents legal questions and that the final figure could adjust depending on statutory interpretation.

Mayor Spencer reiterated that the proposed budget increase, estimated between \$48–\$72 million over the prior year, raises significant concerns for the City’s overall fiscal planning and stated that pension and healthcare costs should be reflected in the total expense picture. Discussion followed regarding whether those costs are properly included under the statutory formula.

Commissioner Saracino emphasized that the submission represents an estimate as required and expressed a desire to work collaboratively with the City to reach clarity and resolution. Mayor Spencer stressed the urgency of the matter, noting that the City must finalize a balanced budget by early April and that other departmental budgets are dependent upon this determination. Board General Counsel Graville proposed continued discussions over the next two to three weeks to resolve outstanding legal and allocation questions.

Commissioner Saracino moved to approve Resolution No. 2026-8. A roll call vote was taken.

President Saracino Aye  
Commissioner Jenkins-Gray Aye  
Commissioner Arteaga Aye  
Commissioner McVey Aye  
Mayor Spencer No

The motion to adopt Resolution No. 2026-8 passed with a vote of 4-1.

## **New Business**

### **a. Resolution Approving Contracts**

Next Tim Sullivan discussed the approval of a contract with the University of Chicago. Resolution No. 2026-7. The contract is a crime data sharing agreement with the University of Chicago. This has no financial impact to the Department.

Board Secretary Lieutenant Colin Tully read Resolution No. 2026-7 aloud.

Commissioner Arteaga moved to adopt Resolution No. 2026-7. A roll call vote was taken.

President Saracino Aye  
Commissioner Jenkins-Gray Aye  
Commissioner Arteaga Aye  
Commissioner McVey Aye  
Mayor Spencer Aye

The motion to adopt Resolution No. 2026-7 passed with a vote of 5-0.

**b. Resolution Requiring All Claims and Expenses Presented to the Board be Certified by the President and Secretary**

Board Secretary Lieutenant Colin Tully read Resolution No. 2026-9 aloud.

Discussion occurred regarding the third clause of the proposed language concerning charges and the transfer of funds. Mayor Spencer expressed concern with the phrasing, stating that the funds in question were moved from one account to another but have not been expended. Mayor Spencer further noted that many of the referenced cases have not yet been litigated and that the funds were specifically allocated for legal fees.

Mr. Graville explained that the funds are part of the Internal Services Fund and fall under the Board's authority, emphasizing that the Board has a responsibility to review charges associated with those funds.

Mayor Spencer questioned whether the current approach was the most effective method for obtaining the requested information and suggested that a direct conversation with appropriate parties may be more productive.

Commissioner Arteaga moved to adopt Resolution No. 2026-9. A roll call vote was taken.

President Saracino Aye  
Commissioner Jenkins-Gray Aye  
Commissioner Arteaga Aye  
Commissioner McVey Aye  
Mayor Spencer Present

The motion to adopt Resolution No. 2026-9 passed with a vote of 4-0. With one present vote

**c. Resolution Designating the Vice President of the Board of Police Commissioners as the Government Affairs Liaison**

Board Secretary Lt. Colin Tully read Resolution 2026-10 aloud.

Mayor Spencer stated that she believes proper public notice of the resolution was not made and emphasized that the matter involves sensitive issues. She expressed concern regarding potential

legal implications related to Commissioner Jenkins-Gray and stressed the importance of handling the situation carefully and in accordance with applicable requirements.

Discussion followed regarding support and communication. It was noted that Commissioner Jenkins-Gray should be supported in her role and that establishing a clear liaison for communication would promote transparency and coordination with the City.

Commissioner Jenkins-Gray asked whether individuals involved in active legal matters are treated differently. Mayor Spencer responded that they are not.

Board General Counsel Graville expressed concern about losing a week in addressing the matter if the Board delayed consideration of the Resolution.

Commissioner Jenkins-Gray reflected on her recent service over the past several weeks, stating that she remains focused on the Department and the work of the Board. She acknowledged concerns about ongoing matters potentially clouding her role but reiterated her commitment to her responsibilities. Mayor Spencer thanked Commissioner Jenkins-Gray for her adaptability during the recent changes.

Commissioner Saracino moved to adopt Resolution No. 2026-10. A roll call vote was taken.

President Saracino Aye  
Commissioner Jenkins-Gray Abstain  
Commissioner Arteaga Aye  
Commissioner McVey Aye  
Mayor Spencer Present

The motion to adopt Resolution No. 2026-10 passed with a vote of 3-0. With one present vote and one abstention

### **Chief's Report**

Chief Robert Tracy reported crime continues to drop throughout the city. Chief Tracy specifically spoke of the Entertainment district in Downtown and Downtown West neighborhoods where crime is down approximately 5%.

Chief Tracy said he continues to get the Department back to its budgeted strength of 1100 officers. He noted the recent raise should assist with this as well as the efforts of the Human Resources Division.

Chief Tracy added every crime statistic is available on the Departments website.

### **Announcements**

Mayor Spencer presented a list of nominated candidates for a Civilian Review Board. She advised this was her right under State law and is contained in Rule 7 of the Police Manual which is currently in effect.

Board General Counsel Graville responded by outlining the applicable statutory framework and raising concerns regarding compliance with State statutes, including RSMo 590.502. He advised that the Board itself serves as the citizen review board under state statute and expressed his belief that the proposed involvement of another Citizen Review Board would not be consistent with State statutes. He further explained that the Board may delegate matters to hearing officers but suggested that any civilian participation should focus on reviewing broader trends, practices, and policy considerations rather than individual disciplinary cases.

Board General Counsel Graville recommended that the issue be referred to a committee for further review and analysis.

Mayor Spencer stated that the City holds a different legal interpretation and expressed her position that civilians should be brought into the process.

Board General Counsel Graville reiterated that his position reflects his legal opinion regarding statutory requirements and confidentiality obligations.

### **Enter Executive Session**

Commissioner Arteaga moved to enter into executive session. A voice vote was held.

Commissioner Saracino – Aye  
Commissioner Jenkins-Gray – Aye  
Commissioner Arteaga – Aye  
Commissioner McVey – Aye  
Mayor Spencer – Aye

The motion to enter into executive session passed with a vote of 5-0.

The meeting adjourned at 2:34pm.

Respectfully submitted,

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Secretary, Commissioner Arteaga

**RESOLUTION TO ADOPT MODIFIED RULE 7 REPLACING  
RULE 7 IN EFFECT AS OF NOVEMBER 4, 2013 AND SPECIAL ORDER 6-02**

**ST. LOUIS BOARD OF POLICE COMMISSIONERS  
Resolution No. 2026-11**

**WHEREAS**, the St. Louis Board of Police Commissioners (“Board”) has determined it to be in the best interest of the Board to adopt the following resolution; and

**WHEREAS**, the Revised Statutes of Missouri Chapter 84, Section 84.020 requires the Board to “hear and determine appeals from the decisions of the chief of police on disciplinary matters arising in the department, pursuant to section 590.502;” and

**WHEREAS**, at the time Revised Statutes of Missouri Chapter 84, Section 84.020 was adopted, “discipline and investigative procedures for commissioned and civilian employees of the police force shall be regulated by rule 7 of the police manual of the police department in effect as of November 4, 2013” until the Board adopts other investigative and disciplinary policies and procedures not inconsistent with Revised Statutes of Missouri § 590.502; and

**WHEREAS**, the Board desires to adopt other investigative and disciplinary policies and procedures, as recommended and approved unanimously by the Board’s Labor Management Committee, and as amended, replacing Rule 7 in the St. Louis Metropolitan Police Department’s (the “Department”) Police Manual in effect as of November 4, 2013, attached hereto as Exhibit A.

**BE IT RESOLVED:** That the Board approves the modified Rule 7, as amended, attached hereto and incorporated herein as Exhibit A; and

**BE IT FURTHER RESOLVED:** That the modified Rule 7 replaces Rule 7 in the Department’s Police Manual in effect as of November 4, 2013; and

**BE IT FURTHER RESOLVED:** That the modified Rule 7 replaces Special Order 6-02 currently in effect; and

**BE IT FURTHER RESOLVED:** That a copy of the modified Rule 7 shall be open for public inspection.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 4th day of March, 2026.

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Commissioner Brad Arteaga

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Commissioner Sonya Jenkins-Gray

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Commissioner Edward McVey

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Commissioner Chris Saracino

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Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**

**RULE 7**  
**COMPLAINT AND DISCIPLINARY PROCEDURES**

**Section 7.001 Department Policy**

The purpose of this rule is to establish a system of complaint and disciplinary procedures which will maintain the integrity of the Department by insuring a prompt and fair disposition of complaints. The procedures will subject the Department employee to discipline and/or corrective action if improper conduct is evident and will protect those who discharge their duties properly.

**Section 7.002 Applicability**

The procedures apply to all commissioned members of the Department.

**Section 7.003 Inspector of Police**

A title historically used in Missouri statutes that identifies the highest-ranking commander over the Internal Affairs (IA) function.

**Proposed Section 7.004 Standards of Conduct (26.1.1)**

- A. A Department employee will be subject to disciplinary action for the violation of the rules of conduct set forth by the Department as described herein. These rules of conduct are neither intended to cover every situation, nor be exclusive of any other Department directive or pronouncement by the Board of Police Commissioners, the Chief of Police or his/her delegates, or of a superior officer.
- B. Employees will always maintain reasonable standards of courtesy in contact with the public and with other Department employees and will not act in a manner that brings discredit upon themselves or the Department.
- C. Acts contrary to good conduct include, but not be limited to, the following:
  - 1. Any conduct unbecoming to a member of the Department which is contrary to the good order and discipline of the Department, on or off duty. For example, such conduct shall include, but not be limited to:
    - a. Leaving early from duty, being absent from duty, or failing to report for duty at the regularly scheduled time without permission from one's supervisor (each occurrence is a separate charge).
    - b. Failing to obey a reasonable order or showing disrespect toward a supervisor or officer of a higher rank.
    - c. Abuse of subordinates by an officer of a higher rank.

- d. Failing to take appropriate action to prevent any misconduct by another law enforcement officer/agent.
  - e. Failing to promptly report any misconduct or alleged misconduct by another Department employee.
  - f. Knowingly associating, on or off duty, with convicted criminals or lawbreakers under circumstances which could bring discredit upon the Department or impair an officer in the performance of duty.
  - g. Engaging in a strike, work stoppage, or work slowdown against the Department.
  - h. Receiving five (5) separate sustained investigations within a three (3) year period (this does not include “unsatisfactory inspections” which consists of snap-outs and verbal warnings; more than 28 days in a calendar year of suspension would lead to dismissal).
2. Failure to perform essential functions of the job, including but not limited to:
- a. Failing to acknowledge a radio call, to respond to a dispatched call for service, or to follow radio procedures.
  - b. Failing to notify one’s Supervisor of information concerning police matters, including but not limited to criminal activity, criminal investigations, and internal investigations, that come into a Department member’s possession.
  - c. Any conduct detrimental to the public peace or welfare.
  - d. Failing to conduct a proper investigation of (a) suspected criminal activity; or (b) a non-criminal incident which requires police action.
  - e. Unintentionally providing inaccurate information in an official document or investigation.
  - f. Intentionally providing false information in an official document or investigation or intentionally withholding relevant information in the scope of the Department employee’s job duties and responsibilities.
  - g. Failing or refusing to qualify with a Department owned/approved firearm.

3. Individual disclosure requirements, including but not limited to:
  - a. Revocation of, or failure to maintain, Peace Officers Standards and Training (POST) license.
  - b. Conviction of a felony or misdemeanor under any federal or state statute or an ordinance violation in any jurisdiction. A conviction includes a finding of guilt by the trier of fact, a guilty plea, an Alford plea and/or any acknowledgement of guilt (e.g., Suspended Execution/Imposition of Sentence).
  - c. Failing to immediately report to one's Supervisor or IA when: (a) a Department employee is detained for any offense in any jurisdiction; (b) law enforcement in any jurisdiction is called to the Department employee's residence; (c) a Department employee is arrested as a suspect of any offense in any jurisdiction; (d) a Department employee is under investigation for any offense in any jurisdiction; or (e) a Department employee is the subject of an Order of Protection in any jurisdiction.
  - d. Failing to promptly report legal service of a lawsuit arising from a Department employee's official acts or conduct.
  - e. Suspension/revocation of a Department employee's driver's license; failing to promptly notify Commander/Supervisor of suspension/revocation.
4. Secondary employment requirements, including but not limited to:
  - a. Failing to devote one's time and attention to the business of the Department during scheduled duty hours.
  - b. Engaging in secondary employment without first obtaining written permission from the chain-of-command to engage in secondary employment.
  - c. Wearing the uniform while off-duty, except when traveling to or from assignment, unless authorized by the Chief of Police or a Deputy Chief.
5. Requirements related to legal proceedings, including but not limited to:
  - a. Failing, upon receipt of proper notice, to attend any trial, hearing, or proceeding before a court, board, bureau or tribunal of the United States, State of Missouri, political subdivision of the State of Missouri, or City of St. Louis, and to remain in attendance until the conclusion of

the applicable proceeding or until excused by the person causing such an appearance.

- b. Voluntarily appearing in a court of law or administrative hearing for the purpose of providing expert/opinion-based testimony which may impact the Department without permission of the Chief of Police.
  - c. Interfering or tampering with a witness, potential witness or one in a position to appear in any capacity in any legal proceeding or Department hearing.
  - d. Causing or procuring any person other than a licensed attorney, union, or ethical organization representative to intercede with a Board member or another Department employee on one's behalf while one is under suspension or under charges.
6. Responsibilities related to intoxication, medication, injury and illness, including but not limited to:
- a. Reporting for duty in an intoxicated condition or consuming alcohol while on duty or while in any part of the uniform which would readily identify the individual as a Department employee to the public.
  - b. Failing to notify a Commander/Supervisor potentially behavior-influencing medication.
  - c. Failing to comply with prescribed medical protocol during treatment for a work-related injury or illness.
  - d. Failing to promptly notify one's Commander/Supervisor of the ability to return to duty by the Department Medical Provider or private physician, and report at the earliest time scheduled for duty.
  - e. Use of controlled substances not medically prescribed to the employee.
  - f. Feigning injury.
7. Notification requirements, including but not limited to, when not on duty, being absent from one's place of residence for a period exceeding seventy-two (72) hours without first notifying the commanding officer and providing information sufficient to permit emergency contact.

8. Prohibitions against:
  - a. Soliciting money or other things of value for gift or testimonial purposes, while in uniform or on duty, or when representing oneself as a Department employee, without consent of the Chief of Police.
  - b. Procuring or soliciting for attorneys, bondsmen, towing companies or any other business while dealing with the public.
  - c. Knowingly borrowing, obtaining, receiving, soliciting, or accepting anything of value, either directly or indirectly, from any person: (a) under investigation; (b) against whom a complaint has been made; (c) for whom an arrest warrant has been issued; (d) in official custody; or (e) free on bond.
  - d. Offering or providing anything of value in exchange for the aid of any person to influence hiring, promotion, or transfer on one's behalf or on behalf of another.
9. Failing to provide appropriate identification as a Department employee when requested. Name, rank or position, badge number, or similar identifying information will be provided in a civil manner to any person who may inquire absent exigent security circumstances. When taking police action or when off-duty, Department employees not in full uniform will respond to requests to view Department identification by displaying the requested item absent exigent security circumstances. When policing individuals engaged in expressive activity, failing to visibly display a unique identifier and identity of affiliated law enforcement agency.
10. Electronically recording the conversation or videotaping/photographing actions of another Department employee or a member of the public without that person's prior knowledge and approval unless otherwise approved by other rules, regulations or special orders, or unless done in conjunction with a sanctioned investigation in which the said recording is specifically authorized and approved in advance of the recording by the Board, the Chief of Police, a Deputy Chief or IA.
11. Prohibition against improper disclosures, including but not limited to:
  - a. Improperly disclosing information from a closed record or protected Criminal Justice Information, as defined in RSMo § 610.120.
  - b. Peer support advisor violating the confidentiality of the peer support counseling program by sharing information learned in a peer support counseling session with personnel who are not supervisors or staff

of the peer support counseling program unless otherwise exempted under RSMo § 190.1010 and RSMo § 590.1040. Violation of confidentiality may result in removal from the peer support counseling program.

**Section 7.005 Standards of Conduct Related to Political Activity (26.1.1) (A 4.6.1)  
(C 3.6.1)**

The purpose of this Rule is to set forth the permissible limits within which Department employees, ~~commissioned and civilian~~, may participate in the elective process of any level of government and engage in political activity. It is intended to give Department employees the right to engage in political activity consistent with the primary objective of preventing any real or apparent misuse or abuse of a position within the Department in the area of political activities and in the exercise of the right of suffrage.

A. Permissible Activity

All Department employees are free to engage in political activity in the widest extent consistent with the restrictions imposed by the Hatch Act, the Hatch Act Modernization Act of 2012, at RSMo. § 67.145 and Section 7.005.

B. Use of Official Authority and Political Campaigning – Prohibition

1. A Department employee may not engage in coercive conduct or misuse official authority, position or influence for partisan purposes.
2. A Department employee may not engage in political activity while on duty or in uniform.
3. Activities prohibited while on duty or in uniform include, but are not limited to:
  - a. directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions or other funds for a political purpose;
  - b. organizing, selling tickets to, promoting, or actively participating in a fundraising activity of a political candidate, political party or political club;
  - c. soliciting votes in support of, or in opposition, to a candidate for public office or political party office;
  - d. acting as recorder, watcher, challenger, or similar office at the polls on behalf of a political party or candidate;

- e. driving voters to the polls on behalf of a political party or candidate;
- f. endorsing or opposing a candidate for public office or political party office in a political advertisement, broadcast, campaign literature or similar material;
- g. serving as a delegate, alternate or proxy to a political party or convention; and
- h. addressing a convention, caucus, rally or similar gathering of a political party in support of, or in opposition to, a candidate for public office or political party office.

### C. Determination of Questioned Activities – Appeal

1. A Department employee may request, in advance, that a determination be made whether a given activity is permitted or prohibited. The request must be made in writing and clearly set forth all the facts pertaining to, or connected with, the activity in which the employee wishes to engage. The request must be directed to the Chief of Police (or the person designated by the Board).
2. A written determination will be made and delivered to the employee making such request no later than thirty (30) days after receipt of such request.
3. An employee aggrieved by such a determination may appeal to the Board within ten (10) days after receipt of the determination. The appeal must be in writing and clearly set forth the reason why the determination is alleged to be incorrect.
4. The decision of the Board based on the written submissions of the parties (unless the Board requests additional information) on such appeal will be a final decision and binding on all parties.

### **Section 7.006 Complaints**

- A. A complaint is defined as an allegation that a Department employee has violated a Department rule, special order, or regulation, a federal or state statute, or a city ordinance.
- B. Complaints may arise from:
  1. Citizens complaints;
  2. Observations of supervisory or commanding officers;

3. Reports of misconduct to supervisory officers by other members of the Department;
4. Misconduct uncovered during the course of a complaint investigation;
5. Referral to the Department by an agency;
6. Criminal charges; and
7. Civil lawsuits.

## **Section 7.007 Procedure of Receiving Complaints**

### **A. Accepting Citizen Complaints**

1. Procedures for citizens to register allegations of misconduct against Department employees will be maintained on the Department's website. Complaint forms are available at each police facility and online for use by a citizen in recording a complaint against a Department employee. A complaint must be submitted in writing, online or in person. **(26.2.4) (C 1.4.12)**

A complaint made by telephone must be reduced to writing by a Department employee. A verbal complaint made at the scene of an accident, crime, investigation or other police matter must be reduced to writing by a Department employee.

For all complaints, the Department employee must obtain information including the nature of the alleged violation, personal identifying information of the complainant and the name of the Department employee involved.

A complaint is deemed "received" under RSMo § 590.502 when (a) the complainant submits a written complaint to the Department; or (b) a Department employee submits a complaint in writing. A Department employee has 24 hours from receipt of a verbal complaint to reduce the information to writing and deliver it to the supervisor of the Department employee involved.

At the time of filing the complaint, or at anytime thereafter, any citizen may be accompanied by counsel or by an interested observer to assist in the filing.

2. The supervisor of the involved Department employee will fill out an Employee Misconduct Report (EMR) and forward the EMR to IA.

For external complaints, the complainant will be asked if they would like to

appear personally before IA (transportation to be arranged, if needed).

3. It is preferable that complainants be interviewed by Command personnel or Supervisor who will complete the EMR and forward the complaint form to IA.

If the complainant is unable or unwilling to complete the complaint form or go to the Department, Commander/Supervisor must complete the EMR as fully as possible. Commander/Supervisor is required to make arrangements for the form to be delivered to IA within 24 hours.

4. Citizens may opt to complete the complaint form at a later time, in which case they will be instructed to take or mail the completed form to IA. Citizens shall be given a copy of the completed complaint form. IA will mail a receipt notice to the complainant when a complaint form is mailed by a citizen.
5. When it appears that the complainant is under the influence of an intoxicant/drug, suffering from a mental disorder, or exhibits any other behavior or condition bearing on the complainant's credibility, these conditions will be noted on a separate Intra-Departmental Memorandum, by the Department employee receiving the complaint. All such remarks and statements will be followed by the signature of the Department employee making the remarks. The separate memorandum will be attached to the original EMR or complaint form and forwarded to IA. The memorandum containing the observations may not be provided to the complainant.
6. Photographing Complainant:
  - a. If a complainant alleges any manner of physical abuse or injury to their person during an encounter with an officer, the person receiving the complaint should digitally photograph any purported injury. A photograph of the complainant's face must also be taken.
  - b. If photographs are taken, same must be documented in a memorandum. The digital files of the photographs taken must be forwarded to IA with the EMR.
7. Courts are the proper venue for complaints which deal solely with differences of opinion between an officer and a citizen concerning the issuance of a traffic ticket or summons, absent an allegation of violation of Department rules or a law violation against the officer. These differences are not considered complaints and may not be investigated; an Allegation of Employee Misconduct Report should not be prepared.

**B. Complaints Internally Generated by Commanders/Supervisors**

1. Violations of Department rules, internally initiated, must be submitted in writing and referred to IA.
2. If the initial investigation reveals that an allegation will be made against the Department employee, IA will determine whether the allegation will be further investigated by IA or referred to the Department employee's Commander for investigation. **(26.3.1) (C 1.4.1) (A 2.3.3) (A 2.3.4)**
3. If investigated by Command staff, the investigating Commander will submit an Administrative Report Transmittal Sheet (ARTS) to IA. If investigated by IA, IA will complete and ARTS. IA will then submit the Notice of Recommended Discipline form through the proper chain of command for final disposition. **(26.1.5)**

**Section 7.008 Authority and Responsibilities**

Each Department employee is required to perform the duties and assume the obligation of their rank in the investigation of complaints or allegations of misconduct. Command personnel and supervisors will conduct investigations at the direction of IA when the person complained of or observed in an infraction is within the scope of their authority.

**Section 7.009 Referral of Complaints to Internal Affairs Division (26.3.1) (C 1.4.1) (A 2.3.3) (A 2.3.4)**

- A. Complaints requiring immediate referral to IA:
  1. All complaints initiated by a citizen;
  2. Any alleged criminal violation; or
  3. Serious violations of Departmental rules.
- B. All complaints must be initially referred to IA within 24 hours of receipt or observation, ~~except complaints made against IA which must be submitted to the Chief of Police's Office who will conduct the investigation.~~
- C. The EMR must be completed by Commander/Supervisor and submitted to IA. A copy of the citizen complaint form, if prepared, must be attached when forwarded.
- D. IA will maintain a database of all complaints referred to IA, and each complaint received is assigned a number.
- E. The Inspector of Police or designee has the authority to report directly to the Chief of Police on any matters concerning investigations of allegations of misconduct against Department employees. **(26.2.3) (C 1.4.2)**

## **Section 7.010 Complaints Alleging Criminal Violation**

- A. If the complaint alleges a violation of the criminal law, or if during the investigation, evidence is obtained to support a criminal violation, IA must immediately notify the Inspector of Police. If there is probable cause to believe that a Department employee has committed a criminal violation, the Inspector of Police will initiate a criminal investigation. The criminal investigation will be separate from the internal investigation of an allegation of the Rules of Conduct.
- B. In a criminal investigation, the assigned investigator will prepare an incident report as defined in 610.100.1(4), RSMo. The criminal investigator may share information with the internal investigator. Because the internal investigation is prepared for the purpose of disciplining an employee and not as part of the criminal investigation, information obtained in the internal investigation is not shared with the criminal investigator and is treated as a closed record under 610.100.2, RSMo.
- C. Documents prepared as part of the internal investigation which may never be shared with a criminal investigator include, but are not limited to, the ARTS, disciplinary history of officer, Consent to Accept Discipline, Employee Activity inquiry, compelled statement including transcripts and an IA administration card file. Reports prepared by the internal investigator as a result of the investigation are also included. These reports are confidential and will be treated as personnel records, unless otherwise ordered by a court of competent jurisdiction.

## **Section 7.011 Duties of the Inspector of Police - Complaints**

- A. Upon receipt of a complaint, the Inspector of Police may, at his/her discretion:
  - 1. refer it to an appropriate command;
  - 2. conduct a preliminary investigation and then assign it to an appropriate command to complete the investigation; or
  - 3. assign the investigation to the IA.
- B. The Board may supersede the Inspector of Police's designation for investigation at its discretion.
- C. As indicated, IA must complete the EMR whenever a complaint is received and include any complaint form prepared by a citizen, if applicable, unless the EMR has previously been completed by another Department employee.
- D. IA will notify each complainant in writing that:
  - a. the complaint has been received; **(26.3.4.a) (A 2.3.6.a) (C 1.4.5.a)**

- b. the investigation has been completed; **(26.3.4.b) (A 2.3.6.b)** and
- c. the complaint has received a final disposition. **(26.3.4.c) (A 2.3.6.c) (C 1.4.5.c)**
- E. The Inspector of Police, the involved Department employee, and complainant may voluntarily agree to mediate a citizen complaint at any time during the investigation, if reasonable and appropriate. If the citizen agrees to withdraw the complaint as a result of the mediation, the investigation will be closed and will be classified as “Complaint Withdrawn” in the Department employee’s disciplinary file. If the citizen does not agree to withdraw the complaint, the investigation will continue.
- F. IA will conduct an investigation at the request of any Department employee who feels threatened by a false accusation on a contrived situation involving false evidence against the Department employee. Any Department employee may report such a situation directly to IA, unless it involves a member of IA, in which case the request must be submitted to the Chief of Police’s Office who will conduct the investigation.
- G. Any Department employee upon whom a complaint has been filed, and any Department employee who has been suspended, will be notified immediately in writing of the circumstances of the complaint and the name of the complainant, as well as the employee’s rights and responsibilities. The employee’s immediate supervisor will also be notified. If the nature of the complaint is such that the Department employee’s knowledge of the complainant would impede the investigation, IA is not required to notify the employee immediately, but the employee must be notified at least 24 hours prior to any interrogation or interview. **(26.3.5) (A 2.3.7) (C 1.4.6)**
- H. The Inspector of Police or designee will notify the Chief of Police immediately whenever an allegation of criminal misconduct is received. **(26.3.2) (A 2.3.1.e) (C 1.4.3)**
- I. The Inspector of Police will ensure a monthly report is submitted to the Chief of Police regarding the number and types of investigations currently open, as well as the status of each open investigation. **(26.3.2) (A 2.3.1.e) (C 1.4.3)**

### **Section 7.012 Power to Suspend**

The power to suspend, vested by State Statute in the Board of Police Commissioners, is hereby delegated to officers of command rank, including acting command rank.

### **Section 7.013 Administrative Suspension (26.3.7) (A 2.3.8) (C 1.4.8)**

- A. A Department employee may be placed on administrative suspension if unfit for duty or when there is evidence of serious misconduct reflecting upon the integrity of the individual or the Department and the nature of the misconduct necessarily requires

immediate relief from duties. However, in the following cases, the employee will be placed on administrative suspension: (1) pursuant to the provisions of RSMo. 84.120 in the event a felony indictment is issued against the employee; and (2) where the recommended discipline for any alleged infraction is that the employee be dismissed from the rolls of the Department.

- B. Except when the administrative suspension is ordered by the Chief of Police or the Board of Police Commissioners, it must be reported immediately to the Chief of Police for approval; the Chief of Police has the authority to set aside such administrative suspension and restore the employee to duty.
- C. While under administrative suspension, an employee shall surrender all Department property in their possession to their Commander, upon such demand. If uniformed, the uniform insignia of rank may not be worn. In cases where a commissioned officer owns a personal weapon, the privilege of carrying the weapon is revoked during the period of administrative suspension and the officer will be so warned.
- D. A Department employee under administrative suspension must obey all Department rules, regulations and orders not in direct conflict with any rights as an accused.
- E. The Department will continue to pay the salary and health insurance premiums of an employee who is on either administrative or disciplinary suspension; and also any combination of family coverage, for up to one year, while the employee is on either administrative or disciplinary suspension. An employee on administrative suspension and the employee's family will also be allowed to use the services of the Department's Employee Assistance Program.

#### **Section 7.014 Conduct of Investigations – Preliminary Considerations**

- A. When the Department receives an anonymous telephone complaint or an unsigned letter, it will be filed in the involved Department employee's pertinent information file, and no further action will be taken. If at a later date, additional information is forthcoming with personally identifying information of the complainant which reinforces the original information to justify a formal investigation, an investigation will be opened.
- B. At least 24 hours prior to questioning or interviewing a Department employee under investigation, the Department must provide the involved employee with an ARTS describing the nature of the alleged violation and identify the individuals who will be conducting the investigation.
- C. Questioning a Department employee under investigation may only be conducted while the employee is on duty. Questioning must be conducted at the Department for a reasonable period of time with not more than two investigators at a time.

- D. A Department employee may have counsel present when being questioned with respect to a complaint if the employee:
1. is the subject of a written EMR;
  2. is specifically named in a complaint and is being questioned in order to determine whether an EMR should be filed against them;
  3. if the focus of an investigation has turned upon said Department employee and consideration is being given to filing an EMR against said Department employee;  
or
  4. is a witness to the alleged misconduct.

The Department employee may suspend questioning for up to 24 hours to seek representation.

- F. During the investigation and when supported by good cause, the Department may require the involved Department employee to submit to the gathering of non-testimonial evidence, including but not limited to:
- a. Medical, psychological, or laboratory examinations. **(26.3.6.a) (C 1.4.7.a)**
  - b. Photographs or fingerprints. **(26.3.6.b) (C 1.4.7.b)**
  - c. Audio or video recordings. **(26.3.6.c)**
  - d. Line-ups. **(26.3.6.d)**
  - e. Financial disclosure statements. **(26.3.6.e) (C 1.4.7.c)**

The Department must make the request for an examination within five (5) business days of determining good cause exists to request such examination.

- G. No Department employee will be required to submit to a polygraph examination. The employee, however, may voluntarily submit to a polygraph examination. **(26.3.6.f) (C 1.4.7.d)**
- H. At any time during the course of the investigation, the Department employee, the complainant, the attorney for either, or any community representative may submit relevant evidence to the investigating unit and such information will become part of the investigation.
- I. If a complainant withdraws a complaint, the investigating unit may, with the approval of the Inspector of Police cease the investigation.
- J. If an anonymous allegation against a Department employee is criminal in nature, the allegation must be investigated by IA. Any resulting internal investigation arising from IA's criminal investigation may not include additional Department violation allegations ancillary to the criminal allegations against the involved Department

employee or Department violation allegations against another Department employee, unless the allegation is a body worn camera violation.

- K. If a complaint alleges a violation of criminal law or if during the internal investigation, evidence is obtained to support a criminal violation, the employee under investigation (prior to said employee being questioned) shall be advised of his/her rights under *Miranda*. The employee will also be advised that they may be required to answer questions relating to the internal investigation, under penalty of dismissal or other action, even though there is a criminal aspect of the case.
- L. If a voluntary statement is obtained after an employee has been advised of and waived their *Miranda* rights during a criminal investigation, the statement will be included in both the internal investigation report and the criminal offense report.
- M. If an employee refuses to waive their constitutional rights, they will be given a *Garrity* warning that they must answer questions relating to their Departmental duties for purposes of the internal investigation.
  - 1. If the employee fails to answer questions, the employee can be disciplined up to dismissal.
  - 2. In the event the employee thereafter makes a statement after refusing to waive their *Miranda* rights, that statement will not be used against him/her in any criminal prosecution; however, the statement will be included in the internal investigative report.
- N. The Department must complete its investigation and render a disciplinary decision, if any, within ninety days. For good cause, the Department may request an extension of up to sixty (60) days from the Board to complete the investigation. The Department is limited to two extensions per investigation; except that, if there is an ongoing criminal investigation there shall be no limitation on the amount of 60-day extensions. **(26.3.3) (A 2.3.1.f) (C 1.4.4)**

#### **Section 7.015 Classification of Complaint Investigation Reports (26.3.8) (C 1.4.9)**

- A. Each complaint investigative report must specify the allegation(s) which are to be classified in one of the following five (5) categories:
  - 1. ***Unfounded*** – The complaint was not based on fact, as shown by the investigation, or the incident complained of did not occur.
  - 2. ***Exonerated*** – The action complained of did occur, but the investigation disclosed that the actions were reasonable, lawful and proper.
  - 3. ***Complaint Withdrawn*** – Complainant withdrew complaint.

4. **Not Sustained** – Insufficient evidence is available to either prove or disprove the allegations in the complaint.
5. **Sustained** – Investigation disclosed sufficient evidence to support the allegations in the complaint.
- B. In any instance when a complaint is finally disposed of as “Unfounded,” “Exonerated,” “Complaint Withdrawn,” or “Not Sustained,” records pertaining to the complaint and its disposition may not be considered in future personnel or disciplinary matters.
- C. IA shall provide the involved Department employee with notice, in writing, within five (5) days of the conclusion of the internal investigation informing the employee of the findings.

#### **Section 7.016 Administration of Discipline**

- A. The Board has the power and authority to discipline any Department employee. The Chief of Police or the Inspector of Police shall administer discipline imposed by the Board.
- B. Included in the range of recommended disciplinary actions are: written reprimand, disciplinary suspension (without pay), cancelation of secondary employment, transfer, reduction in rank and dismissal.
- C. Commanders/Supervisors may orally reprimand a Department employee and such oral reprimand must be documented in a Performance Observation Form (POF) and forwarded to IA to be maintained in the Department member’s pertinent information file. **(26.1.4.b) (A 4.6.3.b) (C 3.6.5.b)**
- D. Corrective action alone, such as reinstruction or counseling, is not considered discipline. When discipline is recommended, however, reinstruction or counseling may be attached to disciplinary actions, as needed. **(26.1.4.a) (A 4.6.3.a) (C 3.6.5.a)**
- E. When discipline is recommended, the Board or IA has the discretion to determine whether a Department employee must surrender any Department weapon and badge for the period of suspension.
- F. All recommended discipline will be administered through complaint investigations reported via administrative reports.

#### **Section 7.017 Complaint Investigation Completed by Commands Other Than Internal Affairs**

- A. When a Command personnel or Supervisor completes a complaint investigation report (Administrative Report Transmittal Sheet or ARTS):

1. Commanding Officer(s): Commander/Supervisor sends the completed ARTS to the involved Department employee's Commanding officer immediately for review and signature.
  2. Inspector of Police: After the Commanding officer approves and signs the ARTS, it is forwarded to the Inspector of Police. The Inspector of Police reviews the ARTS for content and completeness, then signs.
  3. Chief of Police: Once the Inspector of Police approves and signs the ARTS, it is forwarded to the Chief of Police for final approval and signature.
- B. When the final recommended discipline is written reprimand, the Inspector of Police will instruct the Commanding officer of the involved Department employee to provide the employee with a Notice of Recommended Discipline and to administer the discipline.
- C. When the final recommended discipline is 1–15 days disciplinary suspension, the Inspector of Police will instruct the Commanding officer of the involved Department employee to provide the employee with a Notice of Recommended Discipline and the right to a Summary Board Hearing.
- D. Commanders/Supervisors completing the ARTS will state the recommended discipline for the violation. Complaint investigations containing multiple violations will denote the recommended discipline for each violation.

#### **Section 7.018 Complaint Investigation Reports/Investigations Completed by the Internal Affairs Division**

- A. Complaint investigation reports (Administrative Report Transmittal Sheet or "ARTS") completed by IA will be, immediately upon completion, submitted to the Inspector of Police and the Chief of Police who will review the ARTS for content and completeness.
- B. When the recommended discipline is written reprimand, the Inspector of Police will instruct the Commanding officer of the involved Department employee to provide the employee with a Notice of Recommended Discipline and to administer the discipline.
- C. When the recommended discipline is 1–15 days disciplinary suspension, the Inspector of Police will instruct the Commanding officer of the involved Department employee to provide the involved Department employee with a Notice of Recommended Discipline and the right to a Summary Board Hearing.
- D. If the recommendation of the Chief of Police is for 16 or more days disciplinary suspension, cancelation of secondary employment, transfer, reduction in rank or dismissal, IA will provide the involved Department member with a Notice of

Recommended Discipline and the right to a hearing before the Board of Police Commissioners.

**Section 7.019 Preparing the Investigative Administrative Report Transmittal Sheet (ARTS) for Investigations into Allegations of Employee Misconduct**

A. ARTS for Investigations by Commanders/Supervisors

1. Subject Line: Include the name of the complainant, type of alleged misconduct, name, rank, and DSN of the officer(s) involved.

EXAMPLE: Alleged (insert violation)  
Complainant – John Doe  
RE: Police Officer Jane Doe, DSN XXXXX

2. Summary: Include an accurate, concise synopsis of the incident from which the allegation arose, summarizing the incident report and other supporting documents, when available. If an incident report was prepared, the first paragraph of the summary will include the incident complaint number, date, and type of incident. The concluding paragraph will reflect the date, time, and location where the complainant filed the allegation, and whether it was signed by the complainant.
3. Description of Each Allegation of Misconduct
  - a. Each allegation will be addressed separately and given an alphabetical designator (e.g., Allegation A.; Allegation B.; etc.), even when there is only one allegation.
  - b. Each allegation will include:
    1. Name and job title of the specific employee(s) against whom the allegation of misconduct is made.
    2. Short summary of the alleged misconduct.
    3. Law, policy, directive, or regulation alleged to have been violated.
4. Findings: Findings will reflect the same order of alphabetical designators as allegations and generally reflect the following information:

- a. Initial statements of the involved employee(s), including whether they deny the allegation entirely or acknowledge its occurrence with explanation.
  - b. Statements of any employee or citizen witnesses, including their relationship to the complainant.
  - c. Additional pertinent information, including hospital treatment and diagnosis, obtained physical evidence, visual inspection of any reported injuries, and any information resulting from warrant applications.
5. Recommendation
- a. Each allegation will receive a recommended disposition, as described in Section II of this Order.
  - b. Recommendation for discipline or corrective action, considering all sustained allegations.
6. Endorsements: ARTS generated by Commanders/Supervisors will be endorsed by the Commander of Professional Standards.
- a. The recommended dispositions and discipline/corrective action for sustained allegations must be reviewed through the chain of command to Inspector of Police and Chief of Police to sign the ARTS, noting their concurrence or dissent.
  - b. Contrary recommendations for dispositions or discipline/corrective action for sustained allegations must be documented in a memorandum and attached to the ARTS.
  - c. The Chief of Police or designee, after reviewing the recommendations and evidence, will make the final determination on dispositions and discipline/corrective action for sustained allegations.
  - d. The final disposition(s) and discipline/corrective action for sustained allegations will be documented in IAPro.

B. ARTS for Investigations by IA

1. Subject Line: Include the name of the complainant, type of alleged misconduct, name, rank, and DSN of the officer(s) involved.

EXAMPLE: Alleged (insert violation)  
Complainant – John Doe

RE: Police Officer Jane Doe, DSN XXXXX

2. Summary: Include an accurate, concise synopsis of the incident from which the allegation arose.
3. Investigation
  - a. Each allegation will be addressed separately and given an alphabetical designator (e.g., Allegation A,; Allegation B,; etc.), even when there is only one allegation.
  - b. Each allegation will include:
    - i. Name and job title of the specific employee(s) against whom the allegation of misconduct is made.
    - ii. Short summary of the alleged misconduct.
    - iii. Law, policy, directive, or regulation alleged to have been violated.
4. Recommendation: Recommendation for discipline or corrective action, considering all sustained allegations.
5. Endorsements:
  - a. The Inspector of Police, Deputy IA Commander, or anyone authorized by the Chief of Police to recommend dispositions and discipline/corrective action for sustained allegations will sign the ARTS, noting their concurrence or dissent.
  - b. Contrary recommendations for dispositions or discipline/corrective action for sustained allegations must be documented in a memorandum and attached to the ARTS.
  - c. The Chief of Police or designee, after reviewing the recommendations and evidence, will make the final determination on dispositions and discipline/corrective action for sustained allegations.
  - d. The final disposition(s) and discipline/corrective action for sustained allegations will be documented in IAPro.

### **Section 7.020 Imposing Discipline**

The Notice of Recommended Discipline presented to the Department member will list the charge(s) and the recommended discipline.

A. Discipline Up to and Including 15 Days' Suspension (26.1.5)

1. *Written Reprimand*: The Commanding officer will impose the discipline within 30 days and document this fact on the Notice of Recommended Discipline. The Notice of Recommended Discipline, stating that the discipline has been imposed, will become a part of the investigation and submitted to IA to be placed in the Department employee's disciplinary file.

If the Department employee does not agree with the charge(s) and discipline of written reprimand, they may provide a brief written statement on the Department's memo form regarding their disagreement.

2. *Disciplinary Suspension for 1 -15 Days*: Once the Commanding officer has presented the Notice of Recommended Discipline to the Department employee, the employee will have five (5) working days to decide whether to accept the recommended discipline or request a Summary Board Hearing.

If the Department employee accepts the recommended discipline of disciplinary suspension and waives their right to a Summary Board Hearing, the employee may provide a brief written statement on the Department's memo form regarding their disagreement.

3. The EMR, the ARTS, the Notice of Recommended Discipline, attesting to the imposition of the discipline, and Department employee's statement, if applicable, will be included in the Department employee's disciplinary file and be forwarded to the Inspector of Police within 15 days of the imposition of the discipline.

B. Imposition of Discipline Exceeding 15 Days' Suspension (26.1.5)

1. When the proposed recommendation for discipline is 16 or more days disciplinary suspension, cancelation of secondary employment, transfer, or reduction in rank, IA must give the Department employee an opportunity to accept the recommended discipline by signing a Notice of Recommended Discipline, which will become a part of the Department employee's disciplinary file.

If the Department employee accepts the recommended discipline of 16 or more days disciplinary suspension, cancelation of secondary employment, transfer, or reduction in rank, and waives their right to a Board Hearing, the employee may provide a brief written statement on the Department's memo form regarding their disagreement. The employee's statement will also become part of the Department employee's disciplinary file.

Whenever the Department employee declines to accept the recommended discipline, the Board will be informed of the need for a Board Hearing.

2. When the proposed recommendation for discipline is for dismissal, IA will give the Department employee an opportunity to accept dismissal or resign in lieu of dismissal of employment with the Department. If the employee declines to accept the recommended discipline or chooses not to resign in lieu of termination, the Board will be informed of the need for a Board Hearing.
  3. In all discipline cases involving commissioned employees of the rank of Captain or above, wherein the recommended discipline is greater than a written reprimand and the involved Department employee does not waive a hearing, those cases will be referred to the Board for a hearing as outlined above.
  4. Nothing in this section prevents the Department and employee from stipulating an agreed upon resolution.
- C. Information provided to employees dismissed for cause:
1. IA will provide dismissed employees with information regarding the effective date of dismissal. **(26.1.7.a) (26.1.7.b) (A 4.6.6.a) (A 4.6.6.b) (C 3.6.8.a) (C 3.6.8.b)**
  2. Dismissed employees will be provided the status of accrued benefits and will be paid compensable benefits. For employees who are vested in a pension system, the Department will provide the contact information for the appropriate pension system regarding pension benefits after dismissal. **(26.1.7.c) (A 4.6.6.c) (C 3.6.8.c)**

### **Section 7.021 Summary Hearings (26.1.6)**

- A. A Summary Hearing Board for Bargaining Unit employees will consist of a command rank officer of the rank of Captain or above and an alternate, appointed by the Chief of Police from a list of officers who have volunteered to serve. The St. Louis Police Officers' Association (Police Officers and Sergeants) or St. Louis Police Leadership Organization (Lieutenants) will appoint the appropriate ranking officer member and alternate officer member from the list of officers who have volunteered to serve. The third member and alternate third member will be picked by the other two members from the pool of volunteers of the appropriate rank. No officer can serve longer than six months in a calendar year. Officers assigned to IA or officers who have been employed by the Department for less than three (3) years may not serve on a Summary Hearing Board.
- B. An attorney, retained on behalf of the Inspector of Police may sit in on Summary Hearings in the capacity of a Hearing Advisor, and may be present during the entire hearing. The Hearing Advisor will assist the Hearing Board with legal, procedural, and evidentiary matters, and determinations made by the Hearing Board.

- C. When the Summary Hearing Board is notified in writing that an employee has requested a hearing, a hearing will be set within ten (10) working days.
- D. The Summary Hearing Board may, upon application of the accused or the Department representative, postpone the hearing for good cause shown. Each side may only receive one such continuance, which may not exceed two (2) weeks.
- E. The proceedings of a Summary Hearing Board will be informal and will be recorded for the record. Any transcript of same will be at the expense of the requesting party.
- F. The employee requesting the hearing may be represented by counsel. The Department will be represented by the Commander who made the initial recommendation for discipline, or a Commander designated by the Inspector of Police.
- G. The Board and Department have the right to have an attorney present its case if it so chooses.
- H. The parties have a right to discovery in preparation for the hearing or to present to the Summary Hearing Board, and may subpoena witnesses for attendance at the summary hearing.
- I. At least seven (7) days before the hearing, the employee requesting the hearing may access and review documents that are in the Department's possession and that were used as a basis for the recommended disciplinary action.
- J. The Summary Hearing Board will base its determination on facts and evidence presented during the investigation and hearing only. The Inspector of Police or any other employee of IA will not discuss the case with members of the Summary Hearing Board outside of the hearing or otherwise try to influence the decision of the Summary Hearing Board.
- K. At least two (2) members of the Summary Hearing Board must vote for a finding to sustain the original allegations.
- L. The Summary Hearing Board may affirm, increase the recommended discipline (up to a maximum of 15 days), decrease the recommended discipline or may recommend that a full hearing by the Board of Police Commissioners be held.
- M. The Summary Hearing Board must notify the accused employee of its decision in writing within one (1) week after the conclusion of the hearing.

- N. Either the Chairperson of the Summary Hearing Board or the Hearing Advisor will prepare Findings of Fact and Conclusions of Law within thirty (30) days of the decision of the Summary Hearing Board.
- O. The Summary Hearing Board must notify the Inspector of Police and the Chief of Police in writing of its decision.
- P. There will be no intimidation or retaliation against an officer serving on a Summary Hearing Board.

**Section 7.022 Board Hearings (26.1.6)**

When a hearing is requested and mandated under Rule 7.019, such hearing must be before a quorum of the Board of Police Commissioners, and must be conducted in accordance with the provisions of Chapter 536, Revised Statutes of Missouri, and the Administrative Review Rules of the Board of Police Commissioners as contained in Annex #2 to Rule 7. The Board may delegate the hearing authority to a non-Board Member Hearing Officer. The Board of Police Commissioners retains final authority over disciplinary matters.

**Section 7.023 Annual Summary (26.2.5) (C 1.4.11)**

- A. An annual summary of the results of complaint investigative reports must be prepared by the Inspector of Police and submitted through the Chief of Police to the Board, for inclusion in the Annual Report of the Board. Such summary will include a tabulation and the statistical data relative to complaints received, classifications assigned and disposition.
- B. This summary will be posted on the Department's website and included in any annual report to the public produced by the Department.

**Section 7.024 Disciplinary Code (26.1.4.c) (A 4.6.3.c) (C 3.6.5.c)**

- A. The Disciplinary Code which is contained in Annex #1 on the following pages provides penalties which are to be used when recommending or imposing disciplinary action. Penalties for manual violations not specifically identified in the Annex are written reprimand to dismissal.
- B. The Board of Police Commissioners may in its discretion increase the punishment set forth in the Disciplinary Code where the total disciplinary record of the accused reflects a course of conduct which has been contrary to the good order and discipline of the Department, or the Board finds it is otherwise appropriate to do so.

- C. Revisions will be made to the Disciplinary Code from time to time as the rules and regulations of the Police Manual and Special Orders are amended, revoked, or added to as circumstances or the good of the service may dictate.
- D. Discipline to be imposed as the result of more than one sustained allegation may be administered consecutively or concurrently, at the discretion of the Summary Hearing Board or Board of Police Commissioners.

### **Section 7.025 Records Retention, Security, and Access**

#### **A. Complaint and Disciplinary Records in IA (26.1.8) (26.2.2) (A 2.3.5) (A 4.6.7) (C 1.4.10) (C 3.6.9)**

- 1. IA will maintain the Department's record of all complaints and disciplinary actions involving the Department and its employees.
- 2. Records will be retained in accordance with retention schedules promulgated by the Missouri Secretary of State. Records subject to litigation holds will be retained in accordance with instructions by the Department's Legal/Compliance Division.

#### **B. Complaint and Disciplinary Records Maintained in Other Units (26.1.8) (26.2.2) (A 2.3.5) (A 4.6.7) (C 1.4.10) (C 3.6.9)**

It will be the responsibility of each Commander/ Supervisor to comply with retention policies for "Police Clerk" records promulgated by the Missouri Secretary of State.

#### **C. Security of, and access to, IA Records (26.2.2) (A 2.3.5) (A 4.6.7) (C 1.4.10)**

- 1. Physical IA records will be maintained in a secured location within IA, with access limited to those approved by the Chief of Police and Commander of Professional Standards.
- 2. Access to electronic records will be governed by software security permissions established by IA.

Manual/ Special Order Reference	Finding	Penalty Provided			Penalty Provided / Time Frame**
		1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense	3 <sup>rd</sup> Offense	
7.004 B	Engaging in any conduct or acts, on or off duty, which could bring discredit upon the Department or its personnel	Written Reprimand to Dismissal	Written Reprimand to Dismissal	Written Reprimand to Dismissal	3 Years
7.004 C 1 a	Leaving early or being absent from duty without permission	Written Reprimand to 5 Days' Suspension	5 – 15 Days' Suspension	20 Days' Suspension to Dismissal	2 Years
7.004 C 1 a	Failure to report for duty at appointed time without permission	Written Reprimand to 3 Days' Suspension	Written Reprimand to 5 Days' Suspension	Written Reprimand to 15 Days' Suspension	1 Year
7.004 C 1 b	Failure to follow reasonable order of a supervisor or officer of a higher rank (includes written or oral orders)	Written Reprimand to Dismissal	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	5 Years
7.004 C 1 b	Disrespect toward supervisor or officer of a higher rank	Written Reprimand to 10 Days' Suspension	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	5 Years
7.004 C 1 c	Abuse of subordinates by an officer of a higher rank	Written Reprimand to Dismissal	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	5 Years
7.004 C 1 d	Failing to take appropriate action to prevent any misconduct by another law enforcement officer/agent	Written Reprimand to Dismissal	5 Days' Suspension to Dismissal	15 Days' Suspension to Dismissal	5 Years
7.004 C 1 e	Failing to promptly report any misconduct or alleged misconduct by another Department employee	Written Reprimand to Dismissal	15 Days' Suspension to Dismissal	30 Days' Suspension to Dismissal	5 Years
7.004 C 1 f	Knowingly associating, on or off duty, with convicted criminals or lawbreakers under circumstances which could bring discredit upon the Department or impair an officer in the performance of duty	5 Days' Suspension to Dismissal	10 Days' Suspension to Dismissal	Dismissal	
7.004 C 1 g	Engaging in a strike, work stoppage, or work slowdown against the Department.	Dismissal			

<b>7.004 C 1 h</b>	Receiving five (5) separate sustained investigations within a three (3) year period*	5 Days' Suspension to Dismissal	5 – 10 Days' Suspension to Dismissal	10 – 15 Days' Suspension to Dismissal	3 Years
<b>7.004 C 2 a</b>	Failing to acknowledge a radio call, to respond to a dispatched call for service, or to follow radio procedures	Reprimand to Dismissal	Reprimand to Dismissal	Reprimand to Dismissal	1 year
<b>7.004 C 2 b</b>	Failing to notify Supervisor of information concerning police matters, including but not limited to criminal activity, criminal investigations, and internal investigations	Written Reprimand to Dismissal	1 Day Suspension to Dismissal	3 Days' Suspension to Dismissal	1 Year
<b>7.004 C 2 c</b>	Any conduct detrimental to the public peace or welfare	Written Reprimand to Dismissal	5 Days's Suspension to Dismissal	15 Days' Suspension to Dismissal	5 Years
<b>7.004 C 2 d</b>	Failing to conduct a proper investigation of (a) suspected criminal activity; or (b) a non-criminal incident which requires police action	Written Reprimand to 30 Days' Suspension	5 Days' Suspension to Dismissal	15 Days' Suspension to Dismissal	5 Years
<b>7.04 2 e i</b>	Unintentionally providing inaccurate information in an official document or investigation	Written Reprimand to Dismissal	1 Day Suspension to Dismissal	3 Days' Suspension to Dismissal	1 Year
<b>7.004 C 2 e ii</b>	Intentionally providing false information in an official document or investigation or intentionally withholding relevant information	Dismissal			
<b>7.004 C 2 f</b>	Failing or refusing to qualify with a Department owned/approved firearm	1 Day Suspension to Dismissal	5 Days' Suspension to Dismissal	15 Days' Suspension to Dismissal	2 years
<b>7.004 C 3 a</b>	Revocation of Peace Officers Standards and Training (POST) license	Dismissal			
<b>7.004 C 3 A</b>	Failure to maintain Peace Officers Standards and Training (POST) license	Written Reprimand to Dismissal	Written Reprimand to Dismissal	Written Reprimand to Dismissal	
<b>7.004 C 3 b</b>	Conviction of a felony under any federal or state statute in any jurisdiction	Dismissal			

<b>7.004 C 3 b</b>	Conviction an ordinance violation in any jurisdiction	Written Reprimand to Dismissal	5 Days' Suspension to Dismissal	10 Days' Suspension to Dismissal	5 Years
<b>7.004 C 3 c</b>	Failing to immediately report to one's Supervisor or Internal Affairs when: (a) a Department employee is detained for any offense in any jurisdiction; (b) law enforcement in any jurisdiction is called to the Department employee's residence; (c) a Department employee is arrested as a suspect of any offense in any jurisdiction; (d) a Department employee is under investigation for any offense in any jurisdiction; or (e) a Department employee is the subject of an Order of Protection in any jurisdiction	1 – 5 Days' Suspension	5 – 15 Days' Suspension	15 Days' Suspension to Dismissal	
<b>7.004 C 3 d</b>	Failing to promptly report legal service of a lawsuit arising from a Department employee's official acts or conduct	Written Reprimand to Dismissal	Written Reprimand to Dismissal	Written Reprimand to Dismissal	
<b>7.004 C 3 e</b>	Suspension/revocation of a Department employee's driver's license; failing to promptly notify superior/supervisor of suspension/revocation	Reprimand to 5 Days' Suspension	5 – 15 Days' Suspension	10 – 30 Days' Suspension	
<b>7.004 C 4 a</b>	Failing to devote one's time and attention to the business of the Department during scheduled duty hours	Written Reprimand	1 Day Suspension	3 Days' Suspension	1 Year
<b>7.004 C 4 b</b>	Engaging in secondary employment, without first obtaining written permission from the chain-of-command to engage in secondary employment	Reprimand to Dismissal	1 Day Suspension to Dismissal	3 Days' Suspension to Dismissal	2 Years
<b>7.004 C 4 c</b>	Wearing the uniform while off-duty, except when traveling to or from assignment, unless authorized by the Chief of Police or a Deputy Chief	Written Reprimand to 10 Days' Suspension	5 Days' Suspension to Dismissal	15 Days' Suspension to Dismissal	3 Years

<b>7.004 C 5 a</b>	Failing, upon receipt of proper notice, to attend any trial, hearing, or proceeding before a court, board, bureau or tribunal of the United States, State of Missouri, political subdivision of the State of Missouri, or City of St. Louis, and to remain in attendance until the conclusion of the applicable proceeding or until excused by the person causing such an appearance	Written reprimand to Dismissal	1 Day Suspension to Dismissal	3 Days' Suspension to Dismissal	3 Years
<b>7.004 C 5 b</b>	Voluntarily appearing in a court of law or administrative hearing for the purpose of providing expert/opinion-based testimony which may impact the Department without permission of the Chief of Police	Written Reprimand to Dismissal	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	
<b>7.004 C 5 c</b>	Interfering or tampering with a witness, potential witness or one in a position to appear in any capacity in any legal proceeding or Department hearing	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	30 Days' Suspension to Dismissal	
<b>7.004 C 5 d</b>	Causing or procuring any person other than a licensed attorney, union, or ethical organization representative to intercede with a Board member or another Department employee on one's behalf while one is under suspension or under charges	Written Reprimand to Dismissal	Written Reprimand to Dismissal	Written Reprimand to Dismissal	
<b>7.004 C 6 a</b>	Reporting for duty in an intoxicated condition	30 Days' Suspension to Dismissal	Dismissal		
<b>7.004 C 6 a</b>	Consuming alcohol while on duty	5 Days' Suspension to Dismissal	16 Days' Suspension to Dismissal	Dismissal	
<b>7.004 C 6 a</b>	Consuming alcohol while in any part of the uniform which would readily identify the individual as a Department employee to the public	Written Reprimand to Dismissal	5 Days to Dismissal	15 Days to Dismissal	5 Years

<b>7.004 C 6 b</b>	Failing to notify a supervisor or commander, when reporting for duty, of any recent use of potentially behavior-influencing medication	5 Days' Suspension to Dismissal	10 Days' Suspension to Dismissal	Dismissal	2 years
<b>7.004 C 6 c</b>	Failing to comply with prescribed medical protocol during treatment for a work-related injury or illness	Written Reprimand	1 Day Suspension	3 Days' Suspension to Dismissal	5 Years
<b>7.004 C 6 d</b>	Failing to promptly notify one's Commander/Supervisor of the ability to return to duty by the Department Medical Provider or private physician, and report at the earliest time scheduled for duty	Written Reprimand to 5 Days' Suspension	5 – 15 Days' Suspension	20 Days' Suspension to Dismissal	3 Years
<b>7.004 C 6 e</b>	Use of controlled substances not medically prescribed to the employee	Written Reprimand to Dismissal	10 Days' Suspension to Dismissal	30 Days' Suspension to Dismissal	
<b>7.004 C 6 f</b>	Feigning injury	Written Reprimand to Dismissal	15 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	5 Years
<b>7.004 C 7</b>	When not on duty, being absent from one's place of residence for a period exceeding 72 hours without first notifying their Commander and providing information sufficient to permit emergency contact	Written Reprimand to 5 Days' Suspension	1 – 10 Days' Suspension	5 – 15 Days' Suspension	2 Years
<b>7.004 C 8 a</b>	Soliciting money or other things of value for gift or testimonial purposes, while in uniform or on duty, or when representing oneself as a Department employee, without consent of the Chief of Police	Written Reprimand to 30 Days' Suspension	30 Days' Suspension to Dismissal	Dismissal	3 years
<b>7.004 C 8 b</b>	Procuring or soliciting for attorneys, bondsmen, towing companies or any other business while dealing with the public	5 Days' Suspension to Dismissal	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	2 Years

<b>7.004 C 8 c</b>	Knowingly borrowing, obtaining, receiving, soliciting, or accepting anything of value, either directly or indirectly, from any person: (a) under investigation; (b) against whom a complaint has been made; (c) for whom an arrest warrant has been issued; (d) in official custody; or (e) free on bond	Dismissal			
<b>7.004 C 8 d</b>	Offering or providing anything of value in exchange for the aid of any person to influence hiring, promotion, or transfer on one's behalf or on behalf of another	20 Days' Suspension to Dismissal	Dismissal		5 Years
<b>7.004 C 9</b>	Failing to provide appropriate identification as a Department employee when requested	Written Reprimand	1 Day Suspension	3 Days' Suspension	1 Year
<b>7.004 C 10</b>	Electronically recording the conversation or videotaping/photographing actions of another Department employee or a member of the public without that person's prior knowledge and approval	Written Reprimand	1 Day Suspension	3 Days' Suspension	
<b>7.004 C 11 a</b>	Improperly disclosing information from a closed record or protected Criminal Justice Information	Written Reprimand to Dismissal	3 Days' Suspension to Dismissal	5 Days' Suspension to Dismissal	
<b>7.004 C 11 b</b>	Peer support advisor violating the confidentiality of the peer support counseling program by sharing information learned in a peer support counseling session with personnel who are not supervisors or staff of the peer support counseling program	Written Reprimand to removal from peer support counseling program	1 Day Suspension to removal from peer support counseling program	3 Days' Suspension to removal from peer support counseling program	
<b>7.005 B</b>	Violation of Department policy related to prohibited political activity	Written Reprimand to 5 Days' Suspension	5 – 15 Days' Suspension	30 Days' Suspension to Dismissal	

<b>SO 1-01</b>	Violation of use-of-force policy	1 Day Suspension to Dismissal	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	5 Years
<b>SO 2-05</b>	Loss or damage to Department property through carelessness or neglect	Written Reprimand to 15 Days' Suspension	5 Days' Suspension to Dismissal	15 Days' Suspension to Dismissal	5 Years
<b>SO 2-12</b>	Failing to properly exercise the duties and functions associated with the Department employee's rank or position, including but not limited to neglect of duty, improper performance of duty, sleeping or loafing while on duty	Written Reprimand to Dismissal	10 Days' Suspension to Dismissal	20 Days' Suspension to Dismissal	5 Years
<b>SO 2-12</b>	Failure to properly supervise subordinates	Written Reprimand to 5 Days' Suspension	5 – 15 Days' Suspension	30 Days' Suspension to Dismissal	
<b>SO 3-03</b>	Violation of Department Sick Reporting Policy	Written Reprimand to 5 Days' Suspension	5 – 15 Days' Suspension	30 Days' Suspension to Dismissal	2 Years
<b>SO 3-05</b>	Changing one's place of residence and/or telephone number without notifying commanding officer within 24 hours after the change	Written Reprimand to 5 Days' Suspension	1 – 10 Days' Suspension	5 – 15 Days' Suspension	2 Years
<b>SO 3-08</b>	Violation of appearance standards – uniform or personal	Written Reprimand to 5 Days' Suspension	Written Reprimand to 15 Days' Suspension	Written Reprimand to 30 Days' Suspension	1 Year
<b>SO 4-02</b>	Failing to fully cooperate with a disciplinary investigation	Written Reprimand to Dismissal	5 Days' Suspension to Dismissal	15 Days' Suspension to Dismissal	5 Years
<b>SO 5-05</b>	Violation of Department pursuit policy	Written Reprimand to Dismissal	5 Days' Suspension to Dismissal	15 Days' Suspension to Dismissal	3 Years

<b>SO 5-33</b>	Violation of Department body worn camera (BWC) policies, including but not limited to the following subsections: (A) Failure to wear BWC while working on uniformed assignment and uniformed secondary employment (E) Failure to satisfy pre-shift inspection items (F) Failure to complete end-of-shift actions (G) Failure of supervisor to ensure compliance with BWC/ICC equipment and recordings (I, J, K, L) Failure to properly position / activate BWC/ICC equipment, terminate recordings or record prohibited activities	1 Day Suspension	3 Days' Suspension	5 Days' Suspension	3 Years
<b>SO 8-03</b>	Permitting a prisoner to escape through carelessness or neglect	Written Reprimand to 10 Days' Suspension	5 – 15 Days' Suspension	15 Days' Suspension to Dismissal	5 Years
<b>SO 9-05</b>	Failing to wear vehicle seat belt while operating a Department vehicle	1 Day Suspension	3 Days' Suspension	5 Days' Suspension	3 Years
<b>SO 9-06</b>	Violation of Department computer/technology policies	Written Reprimand to Dismissal	3 Days' Suspension to Dismissal	5 Days' Suspension to Dismissal	5 Years
<b>SO 9-06</b>	Violation of Department social media policy	Written Reprimand to Dismissal	3 Days' Suspension to Dismissal	5 Days' Suspension to Dismissal	5 Years
<b>SO 9-09; SO 9-10</b>	Failure to follow evidence, property handling procedures	Written Reprimand to 5 Days' Suspension	5 – 15 Days' Suspension	20 Days' Suspension to Dismissal	5 Years
<b>RSMo 285.040</b>	Violation of residency requirement	30 Days' Suspension to Dismissal	Dismissal		

\* Unsatisfactory uniform inspections, including snap outs and verbal warnings – 28 days violations in one year will result in Dismissal

\*\* The Time Frame is based on the date when the EMR is delivered to the employee.

**NOTE:** The above matrix establishes the standard recommended discipline for violations of the listed standards/regulations. Recommended discipline may vary from the standard when exigent or extenuating circumstances exist.

**NOTE:** If an applicable charge is not listed in the above matrix, the recommended discipline will be Written Reprimand to Dismissal.

## **Annex #2**

### **A. GENERAL**

#### **1. Applicability**

- a. These Rules apply to all administrative reviews, as hereinafter defined. These Rules, and any subsequent amendments thereto, become effective immediately upon their approval by the Board of Police Commissioners, and to the extent practicable, in the judgment of the Board, be applied to any administrative reviews pending at the time of approval.
- b. These Rules, and any subsequent amendments thereto, supersede any and all other Board or Department rules, procedures, bulletins or other written documents governing or purporting to govern the conduct of administrative reviews, as hereinafter defined.
- c. The provisions of these Rules may be cited as “Rule (section).(subsection).(sub-subsection)” (e.g., the instant provision would be cited A.1.c).
- d. A copy of these Rules, and any subsequent amendments thereto, are to be maintained by the Board Secretary, and also published in the Police Manual; however, the Board Secretary’s copy of the Rules, and any subsequent amendments thereto, are the authoritative Rules, in the event of any discrepancies in text with what is published in the Police Manual.

#### **2. Definitions**

As used throughout these Rules, the following terms, unless a different meaning is plainly required by the context, are defined as hereinafter set forth:

- a. “Administrative Review” means an internal process in which review of a decision made in a Rule 7 Proceeding is undertaken, culminating in a hearing;
- b. “Hearing” means an evidentiary proceeding in which the adversarial parties to the proceeding are informed of all evidence offered or considered, with the opportunity to test, examine, explain or refute such evidence, and have the right to present their contentions and to support them by proof and argument;
- c. “Hearing Officer” means an attorney, licensed in the State of Missouri, who has been approved and designated by the Board to conduct evidentiary proceedings and to make determinations on matters in controversy;
- d. “Parties” means the Respondent and the Department, and their respective attorneys; when notice is provided for hereafter in this Order, said notice will be

given and/or received by the attorney for a party, but if no attorney has been identified, then by the party itself;

e. “Respondent” means a person aggrieved by an adverse administrative action who has been notified the adverse action has been taken or will be taken;

f. “Rule 7 Proceeding” means a proceeding culminating in a hearing authorized pursuant to any of the provisions of Section 7.019.B of the Police Manual;

g. “Board” means the St. Louis Board of Police Commissioners, the administrative body with the power to make rules and/or to make final adjudications in contested cases pursuant to Chapter 536, RSMo., when a quorum of the members of said administrative body is present.

### **3. Forms**

a. The Board may from time to time approve the creation, use and/or revision of forms in connection with administrative reviews, in which event said forms will be made available through the Board Secretary. Any request for said forms must be made in writing to the Board Secretary, and the Board Secretary may place conditions on the availability or number of forms provided, and on the duration or effective date of forms.

b. A copy of any form approved by the Board for use in administrative reviews will be published in the Police Manual. In the event a form approved by the Board is intended to replace an existing form, the existing form will be removed from the Police Manual.

c. Any form which has been in use for administrative reviews as of the time of the Board’s approval of these Rules shall continue to be used and effective until such time as it is replaced.

d. Any form approved by the Board is the exclusive form to be used in administrative reviews, and any other writing attempted to be used other than such form is null and void.

### **4. Time Computation, Extension**

a. In computing any period of time prescribed or allowed under these Rules, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day that is neither a Saturday, Sunday nor a legal holiday.

b. When provision is made in these Rules for the time to submit something in writing to the Board, Board Secretary, or Hearing Officer, copies to all others authorized to receive same must be served on the same date as the original.

c. When by these Rules an act is required or allowed to be done at or within a specified time, for cause shown, the time limit may be extended upon written request, if the request was made before the expiration of the period prescribed. However, no such extension will be allowed for the process of striking names identified in the Hearing Officer panel, as set forth in Rule E.1.c. The discretion for granting such a request lies with the Board; however, the Board may delegate such discretion to a Hearing Officer, if one has been appointed.

## **5. Service, How Made, On Whom**

a. Any writing made in the course of an administrative review, including any form filled out, must be copied and contemporaneously served upon the following:

- 1) The attorney for the adverse party;
- 2) The Hearing Officer, if one has been designated;
- 3) The Board Secretary.

b. The original of any writing served or transmitted must include information showing upon whom copies of the writing were served or transmitted, and be signed by the person serving or transmitting said writing.

c. When provision is made in these Rules for a writing to be served or transmitted on another person, except for service of charges and specifications on a Respondent and the original of a subpoena on a witness, service may be accomplished by United States mail, by facsimile transmission, or by electronic transmission. If served by electronic transmission, there must be an actual writing, prepared in portable document format (pdf), which must be attached to the e-mail.

## **B. ADMINISTRATIVE REVIEW, IN GENERAL**

### **1. Administrative Reviews, What Governs**

a. All administrative reviews must be conducted in accordance with the provisions of Chapter 536, RSMo.

b. To the extent any provision of these Rules is determined to conflict with Chapter 536, RSMo., such provision has no force and effect.

## **2. Board Discretion Over Administrative Reviews**

- a. The Board's discretion over the holding of a hearing is set forth in Chapters 84 and 536, RSMo.
- b. When a hearing is requested, it may be held before the Board, or the Board may delegate its hearing authority to a Hearing Officer.
- c. For those matters in which the Board exercises its discretion to hold its own hearing, nothing herein prohibits the Board from delegating any or all other pre-hearing administrative review functions mentioned in Sections C, D, and E of these Rules to the General Counsel for the Board, in which case the Board Secretary will notify the parties.

## **3. Respondent's Requests, Board's Discretion**

- a. A Respondent may request waiver of a hearing before the Board and instead have the hearing before a Hearing Officer. Such request must be made in writing and received by the Board Secretary no later than seven (7) calendar days after the date the Board Secretary sends written notice acknowledging the Board's decision granting or denying administrative review. Nothing in this provision will be construed to affect the Board's discretion to delegate any hearing to a Hearing Officer.
- b. Hearings are required to be confidential pursuant to § 590.502(3)(6), RSMo.

## **C. PROCEDURES APPLICABLE TO ALL HEARINGS**

### **1. Initiation of an Administrative Review**

- a. An administrative review is initiated once it is determined that a hearing is required under Rule 7, the Internal Affairs Division will transmit the Notice of Recommended Discipline to the Board Secretary requesting an administrative review;
- b. Upon receipt of the information in the previous paragraph, the Board Secretary will open a file for the administrative review, assign a unique identification designation, and prepare a written notice to the Respondent, with a copy of same to the Internal Affairs Division. If the request for hearing was untimely, the notice must so state and notify the requester that no further administrative proceedings are contemplated. If the request was timely, the notice will acknowledge the initiation of an administrative review and advise the recipients as follows:
  - 1) That the administrative review has been assigned a unique identification designation, which must be referenced on all future pleadings and correspondence;

- 2) That a hearing will be scheduled, at a date to be determined;
- 3) That the hearing, and all matters preliminary to the hearing, are governed by the provisions of Chapter 536, RSMo., and these Rules;
- 4) That the Respondent has the right to be represented by an attorney, through the Respondent's own arrangement, and that if the Respondent makes arrangement for representation by an attorney, written notice of this representation should be sent to the Board Secretary as soon as possible;
- 5) Such other information as the Board Secretary deems relevant to the administrative review.

## **2. Pre-Hearing Matters**

- a. Hearings must be set for a date no later than ninety (90) days after the Board Secretary notifies the parties and the Hearing Officer of the selection of the Hearing Officer pursuant to Rule E.1.e. Hearing dates are solely within the discretion of the Board; however, if a Hearing Officer is appointed, said discretion lies with the Hearing Officer, subject to compliance with all provisions imposed by state statute and these Rules. Hearing dates for hearings before the Board will be communicated by the Board Secretary to all interested parties. These hearings will be set at the Board's discretion on weekdays, weekends, or evenings. Hearing dates for hearings before a Hearing Officer only will be communicated by the Hearing Officer to all interested parties.
- b. Any pre-hearing issue, comment, question, or request directed to the Board must be in writing, either in the form of a formal pleading or a letter, and should be addressed and transmitted to the Board Secretary.
- c. Pre-hearing matters conducted by a Hearing Officer will not be electronically recorded or transcribed unless the parties and the Hearing Officer all consent thereto. However, any pre-hearing determination by a Hearing Officer of a motion, discovery dispute, or other matter in controversy is required to be made in writing by the Hearing Officer and provided to the parties and the Board Secretary.

## **3. Notices Related to Proceedings**

- a. At least thirty (30) calendar days prior to the date set for the hearing, a copy of the Charges and Specifications, together with a subpoena designating the time and place for the hearing, must be served on the Respondent personally, or on a family member over the age of fifteen (15) years at their residence, or to an attorney designated by the Respondent.

- b. If by reasonable diligence such service of the copy and subpoena cannot be made, service may be made by certified mail to the last known address of the parties.
- c. Service may be made by any officer designated by the Chief of Police or the Board.
- d. Notice of any Board hearing must be publicly posted in accordance with any requirements under Chapter 610, RSMo, however, the notice must state that the hearing is closed pursuant to § 610.021(3) and (14), RSMo.

#### **4. Pre-Hearing Procedures**

- a. A scheduling order must be entered for pre-hearing discovery, in the form of depositions of witnesses, including the use of subpoenas to compel the attendance of witnesses, is hereby authorized.
- b. Any discovery dispute between the parties must first be reasonably attempted to be resolved by the parties themselves. The party objecting to discovery or objecting to the sufficiency of a party's response to discovery is required to communicate (orally or in writing) to the adverse party the basis for the objection. Once this has occurred, if a dispute continues, either party may file a written motion seeking relief. Said motion must fully detail the nature of the dispute, the justification for whatever the party seeks, and a statement detailing the attempts made to resolve the dispute, including the times when communication was made in an attempt to resolve the dispute.
- c. The responding party may respond to all allegations in writing. Any response must be made no later than seven (7) calendar days following the initial motion.
- d. In the interest of scheduling, the following information must be disclosed, in accordance with the deadlines specified:
  - 1) A party must disclose in writing and transmit the name and address of any person the party intends to call as a witness, other than an expert witness, at hearing no later than twenty-eight (28) calendar days prior to the date of hearing.
  - 2) Any party desiring to present expert testimony must first obtain leave from the Board or Hearing Officer. Prior to granting leave, a party is required to disclose in writing and transmit the name, address, and qualifications of each non rebuttal expert witness the party intends to call at the hearing no later than twenty-eight (28) calendar days prior to the date of hearing. In addition, each party must disclose the subject matter and nature of the testimony each witness is expected to offer, and at the

same time furnish to the adverse party all materials said expert reviewed at the time of disclosure, as well as any journals, articles, or authoritative documents relied upon in connection with rendering opinions. A party requesting the deposition of any such expert witness must communicate said request to the adverse party no later than three (3) calendar days after receiving notice of the disclosure, and the party intending to call the expert witness must produce such expert witness for deposition if requested, no later than ten (10) calendar days after receiving said communication from the adverse party. If an expert witness has prepared a report, the report must be produced to the adverse party no later than fourteen (14) calendar days prior to the deposition or as directed by the scheduling order.

3) A party is required to disclose and transmit the name, address, and qualifications of each rebuttal expert witness the party intends to call at the hearing no later than ten (10) calendar days prior to the date of hearing. In addition, each party must disclose the subject matter and nature of the testimony each witness is expected to offer, and at the same time furnish to the adverse party all materials said expert reviewed at the time of disclosure, as well as any journals, articles, or authoritative documents relied upon in connection with rendering opinions. A party requesting the deposition of any such rebuttal expert witness must communicate said request to the adverse party no later than three (3) calendar days after receiving notice of the disclosure, and the party intending to call the expert witness must produce such rebuttal expert witness for deposition if requested, no later than four (4) calendar days after receiving said communication from the adverse party.

e. The Board, through the Board Secretary, will issue subpoenas for deposition upon the written request of any party. Such subpoenas are required to be processed in accordance with the provisions of Chapter 536, RSMo. No such subpoena will be considered valid and enforceable unless accompanied by the applicable witness fee prescribed in § 491.280, RSMo. and, if appropriate, the travel fee prescribed in § 491.280, RSMo. However, no travel fee is required to compel attendance of a current St. Louis Metropolitan Police Department employee at a hearing held at Police Headquarters.

f. The Board, through the Board Secretary, will issue subpoenas for hearing upon the written request of any party. Such request must be directed to the Board Secretary and must be received no later than ten (10) calendar days before the first scheduled date of the hearing, with a copy of the same served simultaneously on the adverse party. Subpoenas are required to be processed in accordance with the provisions of Chapter 536, RSMo. Any requests for subpoenas *duces tecum* must

also include the name of the person to be served, the date for their appearance, and a description of any documents or tangible materials sought to be produced. No subpoena will be considered valid and enforceable unless accompanied by the applicable witness fee prescribed in § 491.280, RSMo. and, if appropriate, the travel fee prescribed in § 491.280, RSMo. However, no travel fee is required to compel attendance of a current St. Louis Metropolitan Police Department employee at a hearing held at Police Headquarters. Return of service must be filed with the Board Secretary.

Motions to quash subpoenas must be directed to the Board Secretary and any Hearing Officer assigned and must be received no later than seven (7) calendar days prior to the date of hearing. Hearing Officers will make a reasonable attempt to rule on motions to quash subpoenas in advance of the scheduled hearing date.

g. Subpoenas for hearing must be served no later than five (5) days in advance of the first scheduled date of the hearing, except for good cause shown. Additional subpoenas will not thereafter be allowed, but persons timely served remain under subpoena until the party subpoenaing the witness has concluded its evidence. Copies of all subpoenas issued, regardless of which party may have requested them, must be transmitted to the Board Secretary by the parties.

## **5. Continuances**

a. Any request for continuance of a hearing must be made in writing. Only one request for continuance of a hearing for each party, other than a request based on extraordinary and emergency circumstances, will be entertained based upon good cause shown.

b. No request for continuance will be granted unless made no later than ten (10) calendar days prior to the date of hearing, except when extraordinary and emergency circumstances warrant and are clearly and sufficiently explained in writing.

c. Prior to requesting a continuance, the requesting party is required to contact the other parties to determine whether they object to the continuance and to determine mutually acceptable dates to which the hearing may be rescheduled, and that information must be included in the party's request for continuance. If the request for continuance is made on behalf of the Respondent, the request must contain a statement indicating that the Respondent was personally consulted about the request and consented to it.

d. Any request for a continuance made because of an attorney's otherwise busy schedule must include a sworn statement made by the attorney in which he/she

lists all upcoming trials, hearings, appellate briefs, depositions, or any other scheduling impediment which the attorney believes merit continuing the hearing. This statement must also include the jurisdiction of the case(s), the cause number(s), the style of the case(s) and the upcoming trial date(s) of the cases.

e. If the request for continuance is approved, the parties will be notified in writing of the new hearing date within a reasonable time in advance of the new hearing date. Any order granting a continuance must be served on the parties by certified mail or personal service.

## **6. Policy on the Expediency of Hearings**

a. The Board recognizes the practical limitations of administrative hearings which depend on the availability of the Hearing Officer, the parties, the facilities, and witnesses. It is the Board's policy that in the interest of expediency, as much of the administrative hearing as can be completed within the parameters of the available time scheduled should be then and there completed, and if additional time is thereafter needed, then such additional time will be arranged and scheduled as the parties require.

b. To effectuate the Board's policy on the expediency of hearings, the General Counsel for the Board or the Hearing Officer, prior to the day the hearing is to commence, will conduct a pre-hearing conference with the parties. During the pre-hearing conference, each party will be required to estimate the length of time it would take to present its case. The Hearing Officer may require the parties to provide information on the total number of witnesses, the number of witnesses under subpoena, the nature and estimated length of witnesses' testimony, and any circumstances regarding a witness's availability. The Hearing Officer is entitled to rely on the information provided by the parties in making any subsequent rulings. The Hearing Officer has the power to excuse, release or otherwise provide for the scheduling of the appearances of witnesses, including those under subpoena. In the event the Hearing Officer does excuse, release or otherwise provide for the appearances of witnesses, it is the duty of the party intending to call the witness to notify said witness that the witness need not appear as scheduled.

c. Any subpoenas timely served and not quashed remain valid during the pendency of the administrative review until such time as the party issuing the subpoena has concluded its evidence. In the event a subpoenaed witness is excused from the scheduled appearance or otherwise does not complete their testimony on the date originally subpoenaed, the party will send written notice to the witness of the rescheduled date when said witness is scheduled to appear. Said notice must be transmitted so as to provide reasonable advance notice to the

witness of the date and time for appearance. The notice may include a statement advising the witness that a previously served subpoena is still valid and in force.

## **7. Conduct of Hearings**

- a. All hearings must be transcribed by a court reporter/stenographer.
- b. All testimony must be given under oath or affirmation. All oaths or affirmations administered to witnesses will be administered by a notary public of the State of Missouri.
- c. Exhibits offered on behalf of the Department will be identified by Arabic numeral; exhibits offered on behalf of the Respondent will be identified by letter.
- d. The order of proceeding at the hearing is: the Department proceeds first, followed by the Respondent, and then followed by rebuttal by the Department. The Department has the burden of proof to sustain each violation by preponderance of the evidence.
- e. The parties must furnish a sufficient number of copies of any exhibits offered for the Hearing Officer, the adverse party, and the court reporter/stenographer. The originals of all exhibits offered at the hearing will be kept by the court reporter/stenographer and appended to the original transcript. The original transcript will be transmitted to the Board Secretary.
- f. A party is deemed to have waived the right to present evidence or rebut evidence:
  - 1) By failing to appear at the hearing; or
  - 2) By oral statement at the hearing, entered on the record.
- g. In the event a hearing cannot be concluded due to scheduling conflicts or the unavailability of a witness, the hearing may be suspended and continued to a different date. If the hearing is before the Board, the Board has the discretion to determine whether to continue a hearing and if so, to determine the date to which the hearing is continued. If the hearing is before a Hearing Officer only, the Hearing Officer has the discretion to determine whether to continue a hearing and if so, to determine the date to which the hearing is continued.
- h. In the interest of convenience, expediency or fairness, the parties may agree to make exceptions to the prescribed order of proceeding at the hearing, with the consent of the Board if the hearing is before the Board, or the Hearing Officer if the hearing is before a Hearing Officer only.

i. Only the following evidence may be deemed relevant and admissible to the issue of punishment:

1) The Department may submit by documentary evidence the following:

a) The text of the Police Manual showing the range of punishment for any or all charges which may be sustained against the Respondent;

b) A record of the Respondent's disciplinary history, which may include sustained findings of misconduct or a Performance Observation Form documenting oral reprimands. Any such record must be verified by affidavit from the custodian of the record.

2) The Respondent may submit by documentary evidence the following:

a) Prior written decisions of the Board or its successor-in-interest showing the punishment imposed for any or all of the same charges which may be sustained against the Respondent;

b) A transcript of a deposition of the Respondent, made with proper notice to and the opportunity for cross-examination by the adverse party, solely concerning the mitigation or reduction of punishment for any or all of the charges that may be sustained against the Respondent. Any objections to form or relevance must be made upon the record of the deposition.

## **8. Post-Hearing Matters**

a. After all of the evidence has been submitted, the parties may voluntarily file or, if ordered, may be required to file, suggested findings of fact and conclusions of law within ten (10) calendar days of the receipt of the transcript from the court reporter/stenographer. The parties may also file briefs, if so desired. No other pleadings or submissions will be accepted.

b. For hearings before a Hearing Officer, once the period for post-hearing submissions specified in Rule C.8.a has expired, the Hearing Officer will proceed to issue in writing recommended findings of fact and conclusions of law. These recommended findings of fact and conclusions of law must be submitted to the Board Secretary.

c. The Board Secretary, upon receipt of the recommended finding of fact, will transmit them, along with copies of the record of the entire proceedings, including any transcripts, exhibits and recordings, to the Board.

## **D. PROVISIONS SPECIFIC TO HEARINGS BEFORE THE BOARD**

### **1. Procedures, Use of Hearing Advisor**

- a. For hearings before a quorum of the Board, the presiding member of the Board, or in the absence thereof, member designated to act in their stead, or another Board member designated by the presiding member of the Board, will preside over the hearing. In any such hearing, the General Counsel for the Board will be present and seated next to the Board members during all or a portion of the hearing.
- b. The Board members may question any witness.
- c. If requested by the presider, the General Counsel for the Board will assist the Board members with legal matters, deliberations, and evidentiary rulings.

### **2. Board Discretionary Matters**

- a. After all evidence is received at the hearing, the Board may deliberate and may reach an informal decision on whether to sustain any or all of the charges, but no decision of the Board will be official until it is reduced to writing, including or accompanied by findings of fact and conclusions of law.
- b. The Board may instruct the Board Secretary, with the assistance of the General Counsel for the Board, to prepare findings of fact and conclusions of law for its consideration.

## **E. PROVISIONS SPECIFIC TO HEARINGS BEFORE HEARING OFFICER**

### **1. Selection of Hearing Officer**

If the Board exercises its discretion to delegate, hearings may be conducted before a Hearing Officer, who will be selected as follows:

- a. No sooner than eight (8) calendar days after the date the Board Secretary sends written notice acknowledging the initiation of administrative review, the Board Secretary will notify all Hearing Officers in the available pool of the request for hearing. The notification must include the name of the Respondent, as well as any other information the Board Secretary deems relevant. Upon receipt of this notification, all Hearing Officers must indicate any reason that may recuse them from hearing the case. If any Hearing Officer fails to respond within three (3) calendar days of the notification, they will be deemed to have no reason to be recused. The Board Secretary has the discretion to determine whether any basis offered for recusal is acceptable.

b. The General Counsel for the Board will then select from among the available pool who have not been disqualified, five (5) Hearing Officers to make the available panel of Hearing Officers for selection for the hearing. The General Counsel for the Board will create the panel with a preference for those Hearing Officers who have gone the longest time without presiding over a hearing. The Board Secretary will advise the parties in writing identifying the panel of available Hearing Officers from which the selection is to be made.

c. Once the Board Secretary has advised the parties of the identity of the Hearing Officers on the panel, each party will have the opportunity to strike two names from the list, in the following manner:

1) The parties will alternatively and independently strike names from the list, with the Department proceeding first. Each party must give written notification of its strike to the Board Secretary, and to the other party. Each party will have seven (7) calendar days to make its strike, starting from the date written notice was received, as applicable, from the Board Secretary as to the identity of the panel, or from the other party of its strike. If after seven (7) calendar days no strike has been made, it will be deemed as a waiver of said strike, and the procedure for strikes will continue as if a strike had been made on the seventh calendar day.

2) The Hearing Officer will be chosen by the General Counsel for the Board from among the identified panel who have not been stricken.

d. As an alternative to the procedure in the preceding paragraph, once the General Counsel for the Board has identified the five Hearing Officers for the panel, the parties may confer and, prior to any strikes being made, may notify the Board Secretary that they have agreed upon the selection of a Hearing Officer. If such agreement is reached, the parties must file a writing, directed to the Board Secretary, stating that they have agreed to waive the aforementioned strike procedure, and identifying the Hearing Officer from among the panel who they have agreed to select.

e. Once the Hearing Officer has been selected, the Board Secretary will notify the Hearing Officer and the parties of the selection.

f. If at any time after being selected the Hearing Officer determines that recusal is required, the Hearing Officer must notify the Board Secretary, who will determine whether the basis for recusal is sufficient. If the basis for recusal is sufficient, a new Hearing Officer will be selected in the following manner:

1) If there are any Hearing Officers from the previous panel of five who were not stricken by one of the parties, the General Counsel for the Board Secretary will select one of the Hearing Officers not stricken.

2) If there are no Hearing Officers from the previous panel of five who were not stricken, the Board Secretary will notify the parties and ask the parties to confer and determine whether the parties can agree on the selection of a Hearing Officer from among those on the panel who were stricken. The parties will then have seven (7) calendar days to confer and notify the Board Secretary if they have agreed on the selection of a Hearing Officer. If no notification is received by the Board Secretary within seven (7) calendar days, it will be deemed that the parties could not agree on a selection, in which event the General Counsel for the Board will make a selection. The General Counsel for the Board may select a Hearing Officer from among any and all available Hearing Officers in the pool, including any Hearing Officers not included in the original panel of Hearing Officers.

## **2. Hearing Officer Responsibilities**

a. Hearing Officers are required to rule on all pre-hearing matters, including continuances.

b. Any ruling on a pre-hearing dispute or other decision made by a Hearing Officer must be communicated in writing to the Board Secretary at the same time it is communicated to the parties. This includes, but is not limited to, requests for continuance and discovery disputes.

c. In addition to a transcript, hearings conducted before a Hearing Officer will be recorded on video, and a video record will be provided to the Board, along with the transcript and all exhibits admitted into evidence, so that the Board may personally consider the portions of the record cited or referred to in the arguments or briefs.

d. Hearing Officers are acting at the behest of the Board when they preside over the evidentiary portions of hearings. All requirements which pertain to a hearing before the Board likewise apply to a hearing before a Hearing Officer.

e. A Hearing Officer must make recommended findings of fact and conclusions of law to the Board upon receiving the transcript of the proceedings. A copy of the recommended findings of fact and conclusions of law must be transmitted to the Board Secretary with a copy to the General Counsel for the Board.

f. In the event that a Hearing Officer, for any reason, does not make recommended findings of fact and conclusions of law to the Board within a reasonable time after receiving the transcript of the hearing, the Board may notify the Hearing Officer that it has chosen to reassert its jurisdiction over the matter, in which event the Hearing Officer must cease further consideration of the matter. The Board will then review the transcript and/or video recording of the hearing, as well as exhibits admitted into evidence at the hearing, and with the assistance of the General Counsel for the Board, make findings of fact and conclusions of law and enter its decision and order. The written decision or decisions of the Board, once compliant with Rule F.1.a herein, will be deemed a final decision, for purposes of Chapter 536, RSMo.

## **F. ISSUANCE OF FINAL DECISION**

### **1. What Constitutes Final Decision**

a. For purposes of Chapter 536, RSMo., a final decision must be a writing or combination of writings, signed by at a majority of the members of the Board, which disposes of all issues relative to a Respondent's guilt on charges and specifications, and punishment, if any, on said charges and specifications.

b. A final decision is deemed to have been issued on the date the Board Secretary certifies service of the decision.

### **2. Board Action**

a. In reaching a final decision, the Board may, in addition to the transcript, exhibits, and video record, consider:

- 1) The recommended findings of fact and conclusions of law of a Hearing Officer, if one was appointed;
- 2) Any post-hearing submissions by the parties; or
- 3) Any advice from the General Counsel for the Board.

b. The final decision must be signed by at least a majority of the members of the Board.

c. Following the issuance of a final decision, the Board Secretary is required to retain the original for record-keeping and mail copies of the final decision to:

- 1) The parties;
- 2) The Hearing Officer, if any; or
- 3) The Internal Affairs Division.

d. The final decision must contain a certificate of service signed by the Board Secretary, identifying the date of the mailing and the parties to whom a copy of the final decision was mailed.

## **AMENDMENT TO RULE 7**

### **Section 7.021 Summary Hearings (26.1.6)**

- A. A Summary Hearing Board for Bargaining Unit employees will consist of a command rank officer of the rank of Captain or above and an alternate, appointed by the Chief of Police from a list of officers who have volunteered to serve. The St. Louis Police Officers' Association (Police Officers and Sergeants) or St. Louis Police Leadership Organization (Lieutenants) will appoint the appropriate ranking officer member and alternate officer member from the list of officers who have volunteered to serve. The third member and alternate third member will be picked by the other two members from the pool of volunteers of the appropriate rank. No officer can serve longer than six months in a calendar year. Officers assigned to IAD or officers who have been employed by the Department for less than three (3) years may not serve on a Summary Hearing Board.

### **REVISED**

- A. A Summary Hearing Board for Bargaining Unit employees will be appointed from a list of officers who have volunteered to serve. The first member must be a command rank officer of the rank of Captain or above and an alternate, appointed by the Chief of Police. The St. Louis Police Officers' Association (Police Officers and Sergeants) or St. Louis Police Leadership Organization (Lieutenants) must appoint an officer member and an alternate officer member who are the same rank as the involved employee. The third member and alternate third member must be one rank above the involved employee and randomly selected by the other two members appointed to the Summary Hearing Board. No officer can serve longer than six months in a calendar year. Officers assigned to IA or officers who have been employed by the Department for less than three (3) years may not serve on a Summary Hearing Board.



*Colonel Robert Tracy  
Police Commissioner*

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 24, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a Memorandum of Understanding between the Saint Louis Metropolitan Police Department and National Forensic Laboratory Information System.

Contract Agency: National Forensic Laboratory Information System  
8701 Morissette Drive  
Springfield, VA 22152

Description: Collaboration and information sharing agreement. Outlines the responsibilities of the DEA and SLMPD lab

Duration: 3/4/2026-3/3/3030

Sincerely,

A handwritten signature in black ink that reads "Tim Sullivan".

Tim Sullivan,  
Compliance Auditor

DRUG ENFORCEMENT ADMINISTRATION



NATIONAL FORENSIC LABORATORY  
INFORMATION SYSTEM

## MEMORANDUM OF UNDERSTANDING

January 23, 2026

The purpose of this Memorandum of Understanding (MOU) is to describe the agreement between the Drug Enforcement Administration (DEA) and the St. Louis Metropolitan Police Department, hereafter referred to as the "Laboratory," to foster participation in sharing information with the National Forensic Laboratory Information System (NFLIS) and foster collaboration.

### A. OVERVIEW OF NFLIS

NFLIS represents an important resource for the DEA; that is, the DEA's "NFLIS-Drug" program systematically collects drug identification results and associated information from drug cases submitted to and analyzed by voluntary participating laboratories. The program was implemented in 1997. NFLIS data helps provide a comprehensive picture of our Nation's drug problem and is used in strategic and tactical drug control plans, policies, and operations, and may be used in the aggregate for scheduling actions, intelligence, and research. With the assistance of a contractor, DEA gathers information for NFLIS through partnerships with forensic laboratories and law enforcement entities around the country.

### B. PURPOSES OF MOU

This document outlines the responsibilities of the DEA and the Laboratory and strategies to improve the sharing and comparing of drug-related information.

### C. REQUESTS/DEFINITIONS OF DEA

DEA understands and agrees that:

1. The DEA, through the NFLIS contractor, agrees to perform routine reviews of submitted data and will contact the Laboratory regarding data issues (e.g., missing fields, out-of-range values, etc.).
2. The DEA agrees to implement security procedures for receiving, storing, and disseminating data reported by the Laboratory.
3. In the event of a data breach, the DEA will notify the Laboratory as soon as practicable but no later than seven days after any data breach is identified.

4. The DEA will notify the Laboratory before releasing information pursuant to the Freedom of Information Act (FOIA) or other legal processes.
5. The DEA may use the aggregated data in NFLIS for scheduling actions, intelligence, and research.
6. The DEA will notify the Laboratory of updates to the "NFLIS-Drug Data Submission Guidelines" (described and linked in Section D below), highlighting for their convenience those passages which have changed.
7. On behalf of the DEA, the NFLIS contractor will ensure that all criteria are met as addressed in this MOU by the Laboratory.

The Laboratory understands and agrees to the following:

1. The Laboratory will send information to NFLIS monthly regarding any cases involving substances submitted to the Laboratory by law enforcement agencies in its jurisdiction. In addition, the Laboratory agrees that DEA may contact the Laboratory about data-related issues. The data items listed below associated with submitted data are generally described; specific information about each field is provided in the DEA "NFLIS-Drug Data Submission Guidelines," which is available electronically on the DEA NFLIS website and will be updated periodically. The link for this document is as follows:  
<https://www.nflis.dea/diversion.usdoj.gov/nflisdata/docs/NFLIS-Drug-Data-Submission-Guidelines.pdf>.

**Core Fields (required fields):**

- **Laboratory:** The name of the forensic laboratory that performed the analysis.
- **Laboratory Case Number:** A unique identifier assigned to a submission by the Laboratory.
- **Submission Number:** A unique tracking code for the evidence submission. The case number and submission number may be the same in some agencies.
- **Item Number:** A unique identifying number assigned to each discrete item of physical evidence within a submission or case that is examined and individually specified in a laboratory report.
- **Submitting Agency:** Name of the agency that submitted the evidence for analysis.
- **Seizure Location:** The county where the item/exhibit was taken into custody. If available, the full location can be provided (city, state, county, zip code).
- **Submission Date:** The submission date should be the date the item was submitted to the Laboratory for analysis. If this date is unknown, the submission date should be the date the Laboratory received the evidence. (Date format: YYYY-MM-DD).
- **Completion Date:** The date analysis was completed by the Laboratory. (Date format: YYYY-MM-DD).

- **Substance(s):** Up to eight substances (controlled or non-controlled) that were confirmed by laboratory analysis in the item of evidence.

**Extended attributes (optional fields that may be included and incorporated into NFLIS)**

- **Drug Purity:** Ratio of the amount of pure drug to the total amount of each item or exhibit. Expressed as a percentage.
  - **Submitting Agency Location:** City, state, county, and zip code of the submitting agency. labeled accordingly (e.g., Agency County, Agency City).
  - **Form of material:** Description of the physical form (e.g., crystal, powder, liquid, tablets, capsules, caplets, residue) of each item within a submission or case received for analysis.
  - **Amount:** The amount of the sample's quantity, such as the number or count (e.g., 5.27, 30, etc.).
  - **Units:** The units of the sample's quantity. Quantity may relate to a weight, volume, or item count in units of grams, milliliters, or units (e.g., tablets or capsules). A weight in grams is preferred.
  - **Seizure Date:** The date law enforcement encountered or seized the physical evidence. (Date format: YYYY-MM-DD).
  - **Circumstances of Evidence Acquisition:** Information about how drug evidence was acquired by law enforcement (e.g., seized, purchased, discovered).
  - **Origin of Drug:** For each item/exhibit within a submission or case in which a controlled substance was identified, classification of the controlled substance as legally manufactured (pharmaceutical) or illicit.
  - **Name of Manufacturer:** Name of the pharmaceutical manufacturer for each item/exhibit in which a legally manufactured and controlled substance was identified.
  - **Packaging or Markings:** Description of any unique markings or packaging for each item/exhibit within a submission or case received for analysis.
  - **Color of Evidence:** Color of the item/exhibit received.
2. The Laboratory will submit data to NFLIS-Drug following the DEA standard format addressed in the guidance document "NFLIS-Drug Data Submission Guidelines," which is available on the NFLIS website and periodically updated. The Laboratory will report these data in electronic format.
  3. The Laboratory will resolve any issues as soon as possible when notified about data (e.g., missing fields, out-of-range data).
  4. The Laboratory will communicate any changes to the format of submitted data to NFLIS and resolve any issues related to submitted data that cannot be read or does not contain the required fields.
  5. The Laboratory will be listed as a NFLIS participant in reports and other documents distributed by the DEA.

6. The Laboratory will allow the DEA to use aggregated data in NFLIS for scheduling actions, intelligence, and research.
7. The Laboratory understands that any information given to the DEA through NFLIS could be subject to requests made pursuant to the Freedom of Information Act (FOIA) or other legal processes.
8. The Laboratory understands that participation in NFLIS requires that their system can extract data and produce reports with data consistent with the NFLIS-Drug Data Submission Guidelines and transmit the report data to NFLIS automatically or have a function that allows the Laboratory to submit the data manually.
9. Each party bears their own costs to comply with the terms of this agreement and will not expect, request, or otherwise solicit reimbursement for any costs related to their performance from the other party.

#### IV. ACCESS TO NFLIS DATA BY THE STATE POLICE AND OTHER LAW ENFORCEMENT AGENCIES

1. **NFLIS Reports** -The DEA will make reports and data available through the publicly accessible NFLIS website: <https://www.nflis.dea/diversion.usdoj.gov>. The reports will explain complex technical material, including figures, tables, and graphic illustrations.
2. **Access to the NFLIS-Drug Data Query System**
  - a) The NFLIS Data Query System, accessible via the NFLIS website, will be configured to allow the Laboratory to access its own data at the individual case level, data from other individual laboratories in an aggregated format, and aggregated regional and national data.
  - b) The Laboratory will have the capacity to query this data using standard queries (to be augmented as needed) and limited capacity to generate customized reports (e.g., examination of drugs analyzed by drug type, time period, and geographical area).
  - c) The DEA will grant the NFLIS Data Query System access once the Laboratory becomes a NFLIS participant.

#### V. TERMINATION

The Memorandum of Understanding (MOU) becomes effective upon the date of the last signature. It will remain in effect for four (4) years unless rescinded by either party after providing a 60-day written notice. The MOU may be renewed via email notification if, after DEA review, no amendments are needed. The provisions of this MOU may be amended at any time upon mutual agreement of both parties; amendments will be in writing, signed by both parties, and attached to this agreement.



This Memorandum of Understanding supersedes any prior Memoranda of Understanding or similar agreements regarding the Laboratory's participation in NFLIS.

APPROVALS

\_\_\_\_\_  
Robert Tracy  
Chief of Police  
St. Louis Metropolitan Police Department

3/4/2026  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Esther W. Chege  
Office of Forensic Sciences  
Acting Deputy Assistant Administrator  
U.S. Drug Enforcement Administration

\_\_\_\_\_  
Date



*Colonel Robert Tracy  
Police Commissioner*

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 24, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a Memorandum of Understanding between the Saint Louis Metropolitan Police Department and United States Department of Justice.

Contract Agency: United States Department of Justice  
950 Pennsylvania Avenue NW  
Washington, DC 20530

Description: Establishes the terms and conditions for sharing license plate (LPR) reader information and dissemination of LPR information.

Duration: 3/4/2026-3/3/3031

Sincerely,

A handwritten signature in black ink that reads "Tim Sullivan".

Tim Sullivan,  
Compliance Auditor

**National License Plate Reader Program – Data Sharing**

**MEMORANDUM OF UNDERSTANDING**

between

**St. Louis Metropolitan Police Department**

and the

**U.S. Department of Justice, Drug Enforcement Administration**

regarding

**License Plate Reader Information**

1. PARTIES

The Parties to this Memorandum of Understanding (MOU) are the St. Louis Metropolitan Police Department (SLMPD) and the U.S. Department of Justice, Drug Enforcement Administration (DEA), collectively “the Parties.”

2. PURPOSE

The purpose of this MOU is to support the missions of the SLMPD and DEA by 1) establishing the terms and conditions for sharing license plate reader (LPR) information and 2) establishing the terms and conditions for the Parties’ use and further dissemination of LPR information.

3. DEFINITIONS

3.1 “License Plate Readers” (LPRs) are devices that capture LPR information regarding vehicles in the vicinity of the LPR.

3.2 “LPR information” is information obtained by an LPR. Typically, it includes images of vehicles and license plates, the location at which the vehicle/license plate was photographed, the date and time the images were captured, and identifying information for the LPR itself. It may also include images of the drivers and occupants of the vehicles and passersby.

3.3 “The National License Plate Reader Network” (the NLPRN) is a network created and managed by DEA that contains LPR information obtained from LPRs belonging to federal, state, local and tribal law enforcement officials and that is accessed by federal, state, local and tribal law enforcement officials. The network allows law enforcement officials to search LPR information contained within the network.

## National License Plate Reader Program – Data Sharing

### 4. AUTHORITIES

4.1 The SLMPD is authorized to enter into this MOU pursuant to House Bill 495 and Chapter 84 of the Revised Missouri Statutes.

4.2 DEA is authorized to enter into this MOU pursuant to the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended, 21 U.S.C. § 801 et seq. The specific authority for DEA to enter into cooperative agreements for the exchange of information between governmental officials concerning the use and abuse of controlled substances is 21 U.S.C. § 873.

### 5. SHARING AND USE OF LPR INFORMATION

#### 5.1 The Sharing of LPR Information

5.1.1 The SLMPD shall provide DEA with LPR information in near realtime. The information shall be transmitted via a method agreed to by both parties, which may include, but is not limited to, VPN, secure Internet connection or approved direct server feed.

5.1.2 The SLMPD if capable, shall tag the LPR information it provides to DEA so that subsequent recipients can ascertain from which agency it originated. If SLMPD is not capable of tagging the LPR information, DEA will tag the LPR information to indicate which agency it came from.

5.1.3 Employees whom SLMPD sponsors, who apply for access to the NLPRN and whom DEA authorizes shall be permitted to access LPR information in the NLPRN.

5.1.4 DEA and SLMPD shall provide each other with the name of its point of contact regarding this MOU and update the point of contact if he/she changes.

#### 5.2 The Use of LPR Information

5.2.1 The SLMPD's use of LPR information from the NLPRN obtained pursuant to this MOU shall be in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.

5.2.2 The SLMPD's users shall access LPR information in the NLPRN only for the investigation of drug trafficking offenses, money laundering, other crimes, Amber alerts, and silver alerts, and in furtherance of the mission of a traffic stop.

## National License Plate Reader Program – Data Sharing

5.2.3 The SLMPD's users shall not take any operational action based solely on LPR information from the NLPRN.

5.2.4 The SLMPD will provide to DEA a quarterly consolidated statistical report describing significant enforcement activities resulting from the utilization of the LPR system. At a minimum, the report will include arrests, drug seizures, and asset seizures, but may be expanded to include other significant enforcement statistical measures. The report will be submitted via email to LPR@dea.gov no later than the last calendar day of the fiscal quarter.

5.3 The Parties are authorized to re-disseminate for operational purposes LPR information obtained pursuant to this MOU only in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.

## 6. FEDERAL AND STATE LAW OPEN RECORDS AND FREEDOM OF INFORMATION REQUESTS

When SLMPD receives open records and freedom of information requests for LPR information obtained pursuant to this MOU, SLMPD shall notify DEA and give DEA an opportunity to review the request to determine whether it has any equities in the requested information. If DEA determines that it has equities in the information, and that the information should not be released, SLMPD will protect the information to the extent possible consistent with state law.

## 7. INFORMATION SECURITY, RETENTION, AND INTEGRITY

7.1 The Parties agree to maintain administrative, technical, and physical safeguards appropriate to the sensitivity of, and designed to appropriately protect, the LPR information shared under this MOU against loss, theft, and misuse and unauthorized access, disclosure, copying, use, modification, storage, and deletion in accordance with the Federal Information Security Modernization Act, any similar, applicable state statute, and any applicable Privacy Act system of records notice. These safeguards must include audit capabilities that identify the LPR information the Parties disseminated pursuant to section 5.3 of this MOU and a point of contact within the entity that received the LPR information.

## National License Plate Reader Program – Data Sharing

7.2 LPR information received pursuant to this MOU in the NLPRN will remain available for up to, but no longer than, a 90-day period. If relevant to a DEA investigation or case, LPR information received by DEA pursuant to this MOU may be moved to and maintained in a separate system that is governed by an alternate destruction schedule, in which case that alternate destruction schedule will be followed. In the event that LPR information is maintained in a federal Privacy Act system or systems of records, or a state equivalent of a federal Privacy Act system or systems of records, the information shall be maintained, shared, and used in accordance with the applicable system of records notice(s) and sections 5.2 and 6 of this MOU.

7.3 Each party shall contact the other party's point of contact to obtain the other party's incident-reporting policy. When there has been or may have been loss, theft, or misuse or unauthorized access, disclosure, copying, use, modification, storage, or deletion of LPR information received pursuant to this MOU, the party discovering the unauthorized activity shall promptly report to, and consult with, the other party in accordance with the reporting party's incident-reporting policy.

### 8. COSTS

This MOU is not an obligation or commitments of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to the party's budgetary processes and the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies an appropriation of funds for such expenditures.

### 9. SEVERABILITY

Nothing in this MOU is intended to conflict with applicable federal or state law, or with the policy of any party. If a provision of this MOU is inconsistent with applicable federal or state law, or with a party's policy, then the party shall immediately so advise the other party, and the Parties shall determine whether the remaining provisions of this MOU shall continue in effect.

### 10. EFFECT ON OTHER AUTHORITIES

Nothing in this MOU is intended to restrict the authority of any party to act as permitted by law, or to restrict any party from administering or enforcing any law.

### 11. EFFECTIVE DATE

This MOU will become effective when signed by the representatives of all the Parties.

**National License Plate Reader Program – Data Sharing**

12. MODIFICATION

The Parties may jointly agree in writing to modify this MOU.

13. TERMINATION

Any party may terminate this MOU by giving thirty (30) days' written notice to the other party. In the event of termination, all provisions regarding the LPR information obtained pursuant to this MOU shall remain in effect.

14. DURATION AND EFFECT OF THE MOU

The Parties intend to begin cooperation under this MOU upon signature by both Parties. Cooperation is intended to continue for five (5) years unless amended, in writing, by signature of the Parties or terminated, in writing, by either party upon thirty (30) days' written notice to the other party. The Parties agree to review the MOU annually to assess its effectiveness.

15. NO PRIVATE RIGHTS CREATED

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the United States or any state, against any department, agency, officer, or employee of the United States or any state, against any entity, or against any other person.

**For the St. Louis Metropolitan Police Department:**

\_\_\_\_\_ Date: 3/4/2026

Robert J. Tracy, Chief of Police

**For the Drug Enforcement Administration:**

\_\_\_\_\_ Date: \_\_\_\_\_

Carrie N. Thompson

Chief of Intelligence

Drug Enforcement Administration



Colonel Robert Tracy  
Police Commissioner

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 24, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a contract between the Saint Louis Metropolitan Police Department and the **Missouri State Highway Patrol**.

**FUND NUMBER:** 1508-Federal Grants grant fund  
**CENTER:** 650029  
**ACCOUNT NUMBER:** 510910  
**PROGRAM NUMBER:** TBD  
**CONTRACT MAXIMUM AMOUNT:** \$132,931.44

FY 2026	\$44,310.48
FY 2027	\$44,310.48
FY 2028	\$44,310.48

**DESCRIPTION:** Overtime reimbursement agreement for SLMPD Officers participating in the Hybrid Task Force

**DURATION:** 10/1/2025-9/30/2027  
**VENDOR:** Federal Bureau of Investigations  
2222 Market Street  
Saint Louis, MO 63103

Sincerely,

Handwritten signature of Tim Sullivan in black ink.

Tim Sullivan,  
Compliance Auditor

For Official Use Only

FEDERAL BUREAU OF INVESTIGATION  
ST. LOUIS TRANSNATIONAL ORGANIZED CRIME PROGRAM  
HYBRID TASK FORCE  
Cost Reimbursement Agreement

HTF File No.: 333-SL-193900-CRA

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized St. Louis **Hybrid Task Force** (Transnational Organized Crime Western Hemisphere) (**HTF**), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and **St. Louis Metropolitan Police Department (SLMPD)**, located at 1915 Olive Street, St. Louis, MO 63103, Taxpayer Identification Number: 43-6003231 and Telephone Number: (314) 231-1212, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI HTF Memorandum of Understanding (MOU) signed by the **SLMPD** Police Chief on 3/4/2026, and shall be read and interpreted in conformity with all terms of that document.  
(M/D/YYYY)
2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse **SLMPD** for overtime payments made to officers assigned to and working full time on HTF related matters.
3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI St. Louis Division immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at **SLMPD** prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI HTF personnel for their review, approval, and processing for payment.
4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to SLMPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, **SLMPD** shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of **SLMPD** banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI St. Louis Financial Liaison Specialist.
5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify **SLMPD** of the applicable annual limits prior to October 1st of each year.
6. The number of **SLMPD** deputies assigned full-time to the HTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the HTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

For Official Use Only

This document is the property of the FBI and is loaned to your agency. Neither it nor its contents may be released without authorization by FBI Headquarters.

7. Prior to submission of any overtime reimbursement requests, **SLMPD** shall prepare an official document setting forth the identity of each officer assigned full-time to the HTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the St. Louis Division HTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the HTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2024, shall be received by the FBI monthly and not later than December 31, 2024. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of **SLMPD's** participation on the HTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least thirty (30) days prior to the termination date.

Signatories:

\_\_\_\_\_  
Christopher T. Crocker  
Special Agent in Charge  
Federal Bureau of Investigation  
St. Louis Division

Date: \_\_\_\_\_

\_\_\_\_\_  
Colonel Robert J. Tracy  
Police Chief  
St. Louis Metropolitan Police Department

Date: 3/4/2026

\_\_\_\_\_  
Blake Ohren  
Financial Liaison Specialist  
Federal Bureau of Investigation  
St. Louis Division

Date: \_\_\_\_\_



*Colonel Robert Tracy  
Police Commissioner*

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 24, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval an Addendum contract between the Saint Louis Metropolitan Police Department and Lexis Nexis.

Contract Agency: Lexis Nexis  
230 Park Avenue 7<sup>th</sup> Floor  
New York, NY 10175

Description: Sets terms and conditions for SLMPD's use of LIMA Scanner and Cell View tablet.

Duration: 2/1/2026-1/31/2029

Sincerely,

A handwritten signature in black ink that reads "Tim Sullivan".

Tim Sullivan,  
Compliance Auditor

## LIMA Scanner End User License Addendum

This LIMA Scanner End User License Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of the LIMA Scanner and CellView™ Tablet (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). The LN Services subscribed to herein will be listed on Customer's Schedule A. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

### BACKGROUND

LN licenses use of the LN Services, Software Products and Deliverables to the Customer on the basis of this Addendum. LN does not sell the LN Services, Software Products or Deliverables to the Customers through this license. LN, or its supplier, Forensic Analytics, remain the owners of the LN Services, Software and Deliverables at all times.

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Addendum.

**Authorized Users:** shall be as specified in the Schedule A.

**Charges:** charges payable by the Customer to LN under this Addendum as specified in the Schedule A.

**Data Protection Law:** applicable laws and regulations relating to the processing, privacy, and use of Personal Data.

**Device:** an electronic device e.g., PC, laptop, server owned or within the exclusive control of the Customer, and capable of executing the Software Product in a timely fashion.

**Deliverables:** the Software Product on installable media or downloadable form.

**Industry Standards:** the security practices, data backup regime(s), and/or computer literacy (as the case may be) which a reasonable person would expect of a modern, organization using forensically copied data to detect and/or investigate fraud, criminal offences, malfeasance, misfeasance and/ or nonfeasance.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Addendum Period:** As outlined in the Schedule A and any agreed upon renewal period.

**Malware:** malicious software which includes spyware, trojan horses, rootkits, adware, phishing attacks, socially engineered or otherwise.

**Malware Protection:** software designed to be installed on Devices to guard against damage to Devices caused by Malware and updated regularly by its publisher and deployed to the Device by the Customer.

**Personal Data:** means personal data or personally identifiable information, as each is defined under Data Protection Law.

**Schedule A:** the Schedule A forming part of this Addendum.

**Software Development Fee:** shall be as specified in the Schedule A.

**Software Product:** shall be as specified in the Schedule A.

**Use:** loading the Software Product into temporary memory or permanent storage on a Device upon which forensic analysis is performed.

1.2 The headings in this Addendum do not affect its interpretation. Unless the context otherwise requires:

- (a) references to statutory provisions include those statutory provisions as amended or re-enacted.
- (b) No terms or conditions of any purchase order shall form part of or vary this Addendum.

1.3 This Addendum should be read alongside the Agreement. In the event of an inconsistency or conflict between the Schedule A, the Agreement and this Addendum, they shall be applied in the following order of precedence:

- (a) Schedule A;
- (b) this Addendum;
- (c) the Agreement.

## 2. LICENSE

- 2.1 This license in this Addendum ("License") applies to each Software Product acquired by the Customer. The Customer may not Use the Software Product other than when it is Activated.
- 2.2 In consideration of payment by the Customer of the Charges for the Software Product, and You agreeing to abide by the terms of this Addendum, LN shall grant You a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to access and use the Software Product (in object code form only) and/or LN Services on the terms of this Addendum for the Addendum Period, solely for use in connection with police investigations.
- 2.3 Where the Schedule A specifies that the Customer has purchased a single use Software Product the License shall be locked to the Device upon which the Software Product has been installed and the Software Product may only be used on that Device.
- 2.4 Each Software Product and License supplied to the Customer is issued for the exclusive use by the Customer and its Authorized Users.
- 2.5 The Customer shall supervise and control use of the Software Products and ensure that the Software Products and any Deliverables are used by its Authorized Users in accordance with the terms of this Addendum.
- 2.6 The Customer remains liable to LN for any misuse or unauthorized use of any Software Product or License Key by any person whether or not the Customer complies with the terms of this Addendum.
- 2.7 LN may supply document and file templates ("Templates") for use in conjunction with the Software Product. The Customer may Use the Templates and copy and/or modify the Templates for its own internal business purposes, and may not sell, resell, license, rent, lease, lend, distribute, make available or transfer for value (or otherwise) the Templates.
- 2.8 LN may make available updates to the Software Products from time to time in LN's sole discretion.
- 2.9 LN may in its sole discretion provide an upgrade of a version of the Software with enhanced functionality upon request by the Customer and payment of the appropriate Software Development Fee, each determined in the sole discretion of LN and upon such conditions as LN may see fit.

## 3. RESTRICTIONS OF USE

- 3.1 Except as expressly provided in this Addendum or as permitted in any local law which is incapable of exclusion by agreement between the parties, the Customer shall not:
  - (a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software Product in whole or in part other than where such copying is incidental to normal use of the Software Product or where it is necessary for the purpose of back-up or operational security;
  - (b) rent, lease, sub-license, make available to a third party, loan, translate, or merge the Software Product or Deliverables;
  - (c) make alterations to, or modifications of, the whole or any part of the Software Product, nor permit the Software Product or any part of it to be combined with, or become incorporated in, any other programs; or
  - (d) exceed the number of Activations specified in the Schedule A.
- 3.2 Except as expressly provided in this Addendum or as permitted in any applicable law which is incapable of exclusion by agreement between the parties, the Customer shall:
  - (a) keep all copies of the Software Product secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software Product; and
  - (b) use the Software Product and Services in accordance with all applicable laws and technology control or export laws and regulations.

## 4. ACCEPTABLE USE

- 4.1 The Customer acknowledges that it is solely responsible for managing, updating, activating, deactivating and/or changing the number of Authorized Users of the Software Products. For the purposes of invoicing, LN uses the information updated by the Customer in respect of the number of Authorized Users and will invoice the Customer in accordance with the Customer's updates. LN reserves the right to check the updates as frequently as it considers necessary. LN will accordingly not be liable for any failure by the Customer or its representatives to update the Software Product and number of Authorized Users.

5. **WARRANTIES**

5.1 The Customer warrants and undertakes that:

- (a) it has implemented Malware Protection and an IT security policy that meets or exceeds Industry Standards in respect of its own IT infrastructure and Devices which include:
  - i) regular software patching programme for the operating system;
  - ii) Malware scanning and quarantining; and
  - iii) provision not to use equipment or software past the vendor's end of life date; and
  - iv) backup regime to the extent it requires to preserve its data.
- (b) any Authorized Users of any Software Product are qualified and experienced to Industry Standards.
- (c) it has obtained all permissions and consents required by it to enter into this Addendum;
- (d) it will reasonably cooperate at all times with LN to receive the Services;
- (e) its personnel shall possess the requisite degrees of skill and experience required to use the Software Product;
- (f) it shall provide LN with all assistance, materials and accurate information reasonably required by LN for the purposes of enabling it to provide the Services hereunder and has notified LN of any special requirements of the Customer in writing in advance of this Addendum;
- (g) it shall not allow the Software Product to become the subject of any charge, lien or encumbrance; and
- (h) shall install any bug fixes, security updates and general updates promptly and in any event within 30 days of notification from LN or its supplier, Forensic Analytics. For the avoidance of doubt, the Customer acknowledges that failure to do so may prevent the Software Product from functioning.

6. **DATA PROTECTION**

- 6.1 Each party must ensure compliance with all applicable Data Protection Law at all times during the term of this Addendum. This clause 6.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Law.
- 6.2 You represent and warrant during the term of this Addendum that any documentation, data, materials or other information provided to LN in connection with the provision of the Software Products and/or Services shall not contain any Personal Data and that any such documentation, data, materials or other information that identifies an individual shall be fully anonymised, aggregated and/or redacted so as to not constitute Personal Data prior to its disclosure to LN.

7. **LIMITATIONS**

- 7.1 You acknowledge that the Software Products have not been developed to meet your individual requirements, including any particular cybersecurity requirements You might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software Products and/or Deliverables meet your requirements.
- 7.2 The following provisions set out the entire financial liability of LN (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with this Addendum, in respect of any use made by the Customer of the Software Product and/or the Deliverables or any part of either of them, and in respect of any misrepresentation, statement or tortious act or omission (including negligence) arising under or in connection with this Addendum.
- 7.3 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS ADDENDUM, THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SOFTWARE PRODUCT, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. NEITHER LN NOR ITS SUPPLIER, FORENSIC ANALYTICS, SHALL HAVE ANY LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY SOFTWARE PRODUCT, INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO THE CUSTOMER IN CONNECTION WITH THE SOFTWARE PRODUCT AND/ OR SERVICES, OR ANY ACT, INACTION, OR OMISSION BY THE CUSTOMER; ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS ADDENDUM; AND THE SOFTWARE PRODUCT, SERVICES AND ANY DOCUMENTATION ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" BASIS.
- 7.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LN NOR ITS SUPPLIER, FORENSIC ANALYTICS AND ITS LICENSORS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM

FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

- 7.5 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LN AND ITS SUPPLIER, FORENSIC ANALYTICS (AND ITS LICENSORS') TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER AN INDEMNITY OBLIGATION, OR OTHERWISE SHALL IN ALL CIRCUMSTANCES BE LIMITED IN AGGREGATE TO AN AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO LN IN THE 12 (TWELVE) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Customer acknowledges that all Intellectual Property Rights vesting in the Software Product and any modifications or updates thereto and the product of any Services belong to and shall remain with LN and its third party licensors, and the Customer shall have no rights in or to the Software Product other than the right to use it in accordance with the terms of this Addendum.

## 9. TERMINATION

- 9.1 Without prejudice to any rights that have accrued under this Addendum or any of its rights or remedies, LN may at any time terminate this Addendum with immediate effect by giving the Customer written notice if the Customer:

- (a) commits a material breach of any term of this Addendum and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) repeatedly breaches any of the terms of this Addendum in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Addendum;
- (c) interferes with the functionality associated with Software Products;
- (d) undergoes a change of control or assignment; or
- (e) ceases operation without a successor or seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

- 9.2 Termination shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

- 9.3 On termination for any reason:

- (a) all rights and licenses granted to the Customer under this Addendum shall cease forthwith;
- (b) the Customer shall immediately pay to LN any sums due to LN under this Addendum or associated Schedule A; and
- (c) the Customer shall immediately irretrievably destroy or return to LN (at the option of LN) all copies of the Software Product then in its possession, custody or control and, in the case of destruction, certify to LN that it has done so.

- 9.4 Any provision of this Addendum which expressly or by implication is intended to come into or continue in force on or after termination of this Addendum which shall include clause 6 (Data Protection), clause 7 (Limitations), clause 8 (Intellectual Property Rights) shall remain in full force and effect.

## 10. THIRD-PARTY RIGHTS

- 10.1 A person who is not a party to this Addendum shall not have any rights to enforce any term of this Addendum.

## 11. NOTICES

- 11.1 Any notice required to be given under this Addendum shall be in writing and shall be delivered personally, by recorded delivery or by commercial courier, to the registered address of the party.

- 11.2 Please note that any notice given by either party will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

[SIGNATURE ON FOLLOWING PAGE]

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

CUSTOMER: Saint Louis Metropolitan Police Department - Intelligence Div.

Signature

Print: ROBERT TRACY  
Title: POLICE COMMISSIONER  
Date: 3/4/2026

## Lima Cell Monitor Support

This document outlines the support levels for Lima Cell Monitor (CM) provided by LN and supported by Forensic Analytics.

### 1. SUPPORTED PRODUCTS AND SOFTWARE PRODUCTS

Lima Cell Monitor including sim cards and associated software are the supported Products and Software

### 2. THE SUPPORT SERVICES

LN will acknowledge Support Requests within the Service Support Hours and will provide Support Services.

LN will provide a 1-year warranty on all Lima Cell Monitor units provided to customer with repair free of charge if a component fails through no fault of the user. In the event of a Lima Cell Monitor requiring repair under warranty a replacement unit will be provided to the customer until the fix / issue is resolved.

### EXCLUSIONS

The 1-year warranty does not cover damage/fault deemed as caused by the Customer. LN shall have no obligation to provide Support Services where, in LN's sole discretion, faults arise from:

- a) misuse, incorrect use of or damage to the Products and/or Software Product from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power;
- b) failure to maintain the necessary environmental conditions for use of the Products and/or Software Product;
- c) use of the Products and/or Software Product in combination with any equipment or software not provided by Forensic Analytics, LN or their partners or not designated by Forensic Analytics, LN or their partners for use with any element of the Software Product, or any fault in any such equipment or software;
- d) any modification not expressly authorized by Forensic Analytics, LN or their partners.

If LN in its sole discretion determines damage/fault has been caused by the Customer, LN will apply an applicable charge for repair.

Beyond the 1-year warranty all repairs, breakage, failures will be subject to quote and charge.

### 3. SERVICE CHANGES AND UPDATES

LN or Forensic Analytics may, on prior notice to the Customer, make changes or updates to the Product and/or Software Product, provided that such changes or updates do not have a material adverse effect on the Customer's business operations. LN will provide notice to the Customer when there is a new version of the Products and/or Software Product.

### 4. SUBMITTING A SUPPORT REQUEST

When submitting a Support Request to LN, the Customer shall include the following:

- a) a detailed description of the problem;
- b) the circumstances in which it has arisen;
- c) the type of Support Services requested to address the problem; and
- d) an indication of the severity of the problem.

The Customer shall supply upon request:

- a) such further information and documentation as LN and / or Forensic Analytics may reasonably request to reproduce and/or replicate the problem so that LN and / or Forensic Analytics are able to ascertain what the problem is, diagnose the problem and take reasonable steps to supply the Support Services;
- b) provide contact details for the affected user.

Support requests will be sent to the below Primary contacts.

Primary contact:

Contact name	Contact email	Notes
General Support	<a href="mailto:investigations@lexisnexisrisk.com">investigations@lexisnexisrisk.com</a>	Details to be provided by customer of level of issue i.e. critical, high in line with definition and details of the issue.

Support will be provided 0800-1800hrs Monday-Friday / 1000-1600hrs Saturday, Sunday and Bank Holidays) and any request received outside of these hours shall be deemed to have been received at the commencement of the next Business Day.

LN reserves the right to request any Lima Cell Monitor Unit issue be returned via secure courier pre-paid by LN so full evaluation can be undertaken. Upon receipt and assessment, a timescale for resolution will be provided by LN.



Colonel Robert Tracy  
Police Commissioner

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 24, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a contract between the Saint Louis Metropolitan Police Department and the Missouri Highway Patrol.

<b>FUND NUMBER:</b>	1508- Missouri Department of Public Safety Grant Fund
<b>CENTER:</b>	650029
<b>ACCOUNT NUMBER:</b>	531500
<b>PROGRAM NUMBER</b>	TBD
<b>CONTRACT MAXIMUM AMOUNT:</b>	\$16,500.00
	FY 2026 \$16,500.00
	FY 2027
	FY 2028

**DESCRIPTION:** Midwest HIDTA grant reimbursement of undercover vehicle rentals by SLMPD Narcotics Unit.

**DURATION:** 1/1/2025-12/31/2026  
**VENDOR:** Missouri Highway Patrol  
P.O. Box 568  
Jefferson City, MO 65102

Sincerely,

Handwritten signature of Tim Sullivan.

Tim Sullivan.  
Compliance Auditor

SUBAWARD RECIPIENT AGREEMENT WITH  
SAINT LOUIS METROPOLITAN POLICE DEPARTMENT

1. **PURPOSE:** This agreement is entered into by and between the Saint Louis Metropolitan Police Department (hereinafter referred to as "Subrecipient") and the Missouri State Highway Patrol (hereinafter referred to as "Fiduciary"). The Subrecipient has been selected by, and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Fiduciary pursuant to this sub-award agreement. The funds will be administered by the Fiduciary on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted and may be used by the Subrecipient and to outline the responsibilities of the participating parties.
2. **AUDIT READINESS AND COMPLIANCE:** The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Fiduciary, representatives of ONDCP, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds.
3. **STANDARDS AND GUIDELINES:** The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been or will be approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines([www.whitehouse.gov](http://www.whitehouse.gov)). Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).
4. **TERMINATION, SUSPENSION OR DELAY:** The Subrecipient agrees that the Missouri State Highway Patrol has the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet budgetary guidelines.
5. **SUPPLEMENTAL AGREEMENTS ATTACHED:** The Subrecipient acknowledges the following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

Documents are as follows:

- Appendix "A" – Agency Information
  - Attachment #1 – Special Conditions – HIDTA Subaward Recipient Agreement
  - Attachment #2 – Confidential Funds Certification and HIDTA Program Policy and Budget Guidance for Confidential Funds
  - Attachment #3 – Subrecipient and Pass-through Entity Information
6. REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD: Requests for reimbursement should be submitted for processing on a monthly basis and no more than on a quarterly basis. The requests should be submitted no later than 30 days past the end of the month or quarter. Final reimbursements for each calendar year are due 60 days after the end of the year. The subaward is considered closed after this final payment has been made.

UNDERSTOOD AND AGREED TO:

FOR THE FIDUCIARY AGENCY

FOR THE SUBRECIPIENT

Missouri State Highway Patrol

BY: M.A. Turner

BY: \_\_\_\_\_

Name MICHAEL TURNER Title SUPT.

Name ROBERT TRACY Title POLICE COMMISSIONER

DATE: 05-29-2025

DATE: 3/4/2026

APPENDIX

A

AGENCY NAME: Saint Louis Metropolitan Police Department

ADDRESS: 1915 OLIVE STREET  
ST LOUIS MO 63103

Telephone: 314-444-5624

AGENCY HEAD NAME and TITLE: ROBERT TRACY POLICE COMMISSIONER

AGENCY CHIEF FINANCIAL OFFICER NAME and TITLE: DAVID DANIELS DIRECTOR BUDGET & FINANCE

SUBAWARD NUMBER: HID1425G0493-00 - R

CFDA #: 95.001

ATTACHMENT

#1

Page 1 of 2

Office of National Drug Control Policy      Attachment to Award HID1425G0493-00

Special Conditions

Midwest HIDTA Subaward Recipient Agreement

The following special conditions are incorporated into each award document.

1. This grant is awarded for the St Louis DEA MICG initiative. Variation from the description of activities approved by ONDCP and/or the budget attached must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance, dated July 5, 2012.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be designated for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA program funds for confidential expenditures (the purchase of information, evidence, and services for undercover operations). Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, you should make this equipment available to the Midwest HIDTA Executive Board for use by other HIDTA participants.
8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

ATTACHMENT

#1

Page 2 of 2

Office of National Drug Control Policy      Attachment to Award HID1425G0493-00

9. The recipient agrees to comply with the organizational audit requirements of OMS Circular A-133, "Audits of State and Local Governments". The management letter must be submitted with the audit report. Audits must be submitted no later than nine (9) months after the close of the recipient organization's audited fiscal year. The audit report shall be submitted to:

Missouri State Highway Patrol

Budget & Procurement Division

P.O. Box 568

Jefferson City, MO 65102-0568

10. The recipient agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Forms (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

ATTACHMENT

#2

**CONFIDENTIAL FUNDS CERTIFICATION**

This is to certify that I have read, understand and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of HIDTA Program Policy and Budget Guidance.

DATE: 3/4/2026 PROJECT DIRECTOR SIGNATURE: \_\_\_\_\_

AWARD: HID1425G0493-00

SUBAWARD ATTACHMENT

#3

SUBRECIPIENT AND PASS-THROUGH ENTITY INFORMATION

Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program  
Federal Awarding Agency: Office of National Drug Control Policy  
CFDA Number: 95.001  
CFDA Name: High Intensity Drug Trafficking Areas Program  
Award Type: B-Projects  
Subrecipient Name: St Louis Metropolitan Police Department  
Subrecipient UEI number: TQKZXKNCESA1  
Federal Award Identification Number: HID1425G0493-00  
Subaward Identification Number: HID1425G0493-00 – R  
Federal Award Date: May 23, 2025  
Subaward Period of Performance:  
    Start Date: January 1, 2025  
    End Date: December 31, 2026  
Total amount of Federal Funds obligated/committed to subrecipient by this award:  
    \$16,500  
Federal Award Project Description: This grant will support initiatives designed to implement the Strategy proposed by the Midwest HIDTA Executive Board and approved by the Office of National Drug Control Policy.  
Pass-through entity name: Missouri State Highway Patrol  
Pass-through entity contact name: Colonel Michael Turner  
R&D Award: No



*Colonel Robert Tracy  
Police Commissioner*

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 24, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a Memorandum of Understanding between the Saint Louis Metropolitan Police Department and Federal Bureau of Investigations.

Contract Agency: Federal Bureau of Investigations  
2222 Market Street  
Saint Louis, MO 63103

Description: This MOU supports the Hybrid Task Force in targeting criminal enterprise groups responsible for various crimes in the Saint Louis region.

Duration: 10/1/2025-no end date

Sincerely,

A handwritten signature in black ink that reads "Tim Sullivan".

Tim Sullivan,  
Compliance Auditor

FEDERAL BUREAU OF INVESTIGATION  
ST. LOUIS TRANSNATIONAL ORGANIZED CRIME PROGRAM  
HYBRID TASK FORCE (HTF)  
MEMORANDUM OF UNDERSTANDING

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the **St. Louis Metropolitan Police Department (SLMPD)** ("the Parties"). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**BACKGROUND**

3. This memorandum of understanding is in support of the Hybrid Task Force (HTF) whose mission is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, robbery, crimes of violence such as murder and aggravated assault, and financial crimes such as fraud that further facilitate these violations. The HTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.
4. This task force is part of the Homeland Security Task Force (HSTF) initiative. The HSTF is a United States government partnership dedicated to eliminating criminal cartels, transnational gangs and transnational criminal organizations (TCOs) worldwide. This initiative identifies TCOs engaged in a wide range of criminal schemes that violate federal law, while dismantling cross-border human smuggling and trafficking networks that fuel violence and instability that threatens the safety and security of the United States and its global partners. It also places a particular emphasis on criminal offenses involving children and ensures the use of all available law enforcement tools to prosecute offenders. HSTF St. Louis is comprised of agents and officers from the **FBI St. Louis Division, St. Louis Metropolitan Police Department, Manchester Police Department, and Rolla Police Department** and the prosecution is being led by the Office of the United States Attorney for the Eastern District of Missouri.

## PURPOSE

5. The purpose of this MOU is to delineate the responsibilities of the **St. Louis Hybrid Task Force (hereinafter referred to as HTF)** personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation.
6. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.
7. This MOU addresses cooperation between the FBI and **SLMPD** relating to the **SLMPD's** provision of task force officers, task force members, or task force participants who will participate in their capacity as FBI TFOs in the activities of the St. Louis Division Homeland Security Task Force. This MOU does not affect the membership status of **SLMPD** in the HTF.
8. The goal of the St. Louis HTF officer arrangement is to identify and target for prosecution transnational criminal organizations engaged in diverse criminal schemes involving a myriad of federal violations both within the United States and throughout the world. Violations include, but are not limited to drug trafficking, money laundering, weapons trafficking, human trafficking, alien smuggling, homicide, extortion, kidnapping, weapons trafficking, and other TCO-related violations where there is or may be a federal investigative interest.

## MISSION

9. The mission of the St. Louis HTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, robbery, crimes of violence such as murder and aggravated assault, and financial crimes such as fraud that further facilitate these violations. The HTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.
10. This task force is part of the Homeland Security Task Force (HSTF) initiative. The mission of the HSTF is to identify and target for prosecution transnational criminal organizations engaged in diverse criminal schemes involving a myriad of federal violations both within the United States and throughout the world. Violations include, but are not limited to drug trafficking, money laundering, weapons trafficking, human trafficking, alien smuggling, homicide, extortion, kidnapping, weapons trafficking, and other TCO-related violations where there is or may be a federal investigative interest. In addition to the prosecution of the above criminal violations.

## **SUPERVISION AND CONTROL**

### **A. Supervision**

11. Overall management of the task force shall be the shared responsibility of the participating agency heads and/or their designees.
12. The Special Agent in Charge (SAC) of the FBI St. Louis Division shall designate one Supervisory Special Agent (SSA) to supervise the HTF squad where the parties have assigned significant personnel. The SSA shall oversee day-to-day operational and investigative matters pertaining to the HTF.
13. Conduct undertaken outside the scope of an individual's HTF duties and assignments under this MOU shall not fall within the oversight responsibility of the Enforcement Group Supervisor.
14. HTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU. HTF personnel will report to their respective agencies for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the HTF. The FBI and the participating agency(ies) may provide for overtime reimbursement by the FBI by separate written agreement.
15. Continued assignment of personnel to the HTF will be based on performance and at the discretion of appropriate management. The FBI SAC and Enforcement Group Supervisor will also retain discretion to remove any individual from the HTF.

### **B. Case Assignments**

16. The FBI HTF Enforcement Group Supervisor will be responsible for opening, monitoring, directing, and closing HTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
17. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the Enforcement Group Supervisor.
18. For FBI administrative purposes, HTF cases will be entered into the relevant FBI computer system.
19. HTF personnel will have equal responsibility for each case assigned. HTF personnel will be responsible for complete investigation from predication to resolution.

### **C. Resource Control**

20. The head of each participating agency shall determine the resources to be

dedicated by that agency to the HTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

## **OPERATIONS**

### **A. Investigative Exclusivity**

21. It is agreed that matters designated to be handled by HTF will not knowingly be subject to non-HTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the HTF's existence and areas of concern.
22. It is agreed that there is to be no unilateral action taken on the part of the FBI or the **SLMPD** relating to HTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.
23. HTF investigative leads outside of the geographic areas of responsibility for the HTF will be communicated to other HSTF CORE locations for appropriate investigation.

### **B. Confidential Human Sources**

24. The disclosure of HTF's informants, or Confidential Human Sources (CHSs), to non-HTF personnel will be limited to those situations where it is essential to the effective performance of the HTF and only with prior approval of the relevant agency. These disclosures will be consistent with applicable guidelines and policy.
25. Non-FBI HTF personnel must not make any further disclosure of the identity of another HTF participant agency's CHS, including to other individuals assigned to the HTF. No documents which identify, tend to identify, or may indirectly identify another HTF participant agency's CHS may be released without prior approval from that agency.
26. In those instances where the HTF provides a CHS, the FBI may, consistent with FBI policy, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
27. Applicable United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of HTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

28. Operation, documentation, and payment of any CHS opened and operated in furtherance of an HTF investigation must be in accordance with applicable United States Attorney General's Guidelines and FBI policy, regardless of whether the handling agency is an FBI HTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of HTF investigations shall be maintained at an agreed upon location.

### C. Reports and Records

29. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by the parties will be made available for inclusion in the respective investigative agencies' files as appropriate.
30. HTF reports prepared in cases assigned to HTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
31. Records and reports generated in HTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for HTF.
32. HTF investigative records maintained at the St. Louis Field Office and Rolla Resident Agency (RA) of the FBI will be available to all HTF members, as well as their supervisory and command staff subject to pertinent legal administrative and/or policy restrictions.
33. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of HTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by HTF personnel.
34. All HTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to HTF supervisor approval.
35. Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

### INFORMATION SHARING

36. Records or reports created or obtained by the HTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the HTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the **SLMPD** receives a request pursuant to Missouri State's public

records statute, Missouri Sunshine Law - § 610.011 RSMo, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose HTF records, the **SLMPD** will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

37. No information possessed by the FBI, to include information derived from informal communications between HTF personnel and FBI employees not assigned to the HTF, may be disseminated by HTF personnel to non-HTF personnel without the approval of the HTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, policies, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, HTF personnel will not provide **SLMPD** information to the FBI that is not otherwise available to it unless authorized by appropriate **SLMPD** officials.
38. The Parties acknowledge that the information HTF members will be able to access as a result of this MOU may contain information about U.S. persons, which may be protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by the members requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
39. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
40. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
41. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
42. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
43. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that

appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

44. Each party understands that information pertaining to designated foreign terrorist organizations (FTOs) maintained in FBI databases will be shared with the National Counterterrorism Center (NCTC) in accordance with applicable law, FBI policy and MOUs between the FBI and NCTC

## **PROSECUTIONS**

45. HTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for federal prosecution.
46. A determination will be made on a case-by-case basis whether the prosecution of HTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the HTF.
47. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a HTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal and policy limitations.

### **A. Investigative Methods**

48. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
49. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
50. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

### **B. Undercover Operations**

51. All HTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and policies and applicable United States Attorney General's Guidelines, including the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

#### **USE OF LESS-THAN-LETHAL DEVICES**

52. The parent agency of each individual assigned to the HTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-than-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
53. The parent agency of each individual assigned to the HTF will ensure that the agency's policies and procedures for use of any less-than-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the Department of Justice (DOJ) May 16, 2011, policy statement on the Use of Less-Than-Lethal Devices.<sup>1</sup>
54. Pursuant to Section VIII of the May 16, 2011, DOJ Policy on the Use of Less-Than-Lethal Devices, all state/local officers participating in joint task force operations must be made aware of and adhere to this DOJ policy and its limits on DOJ officers.

#### **DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

55. HTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

#### **DEPUTATIONS**

56. Local and state law enforcement personnel designated to the HTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputations should remain in effect throughout the tenure of each investigator's assignment to the HTF or until the termination of the HTF, whichever comes first.

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<sup>1</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

57. Deputized HTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the HTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the HTF to be deputized while assigned to the HTF. The FBI will secure the required authorization for deputations, as needed.
58. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the HTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

#### TASK FORCE OFFICER USE OF HOME AGENCY BODY-WORN CAMERAS

59. As a general rule, TFOs must operate body-worn cameras (BWC) in compliance with the FBI's Body-Worn Cameras Policy Guide. However, an Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) has discretion to allow a TFO, when using the TFO's home agency's BWC, to deviate from the policy guide if a deviation is required to comply with home-agency policy or state or local law.

#### VEHICLES

60. In furtherance of this MOU, employees of HTF may be permitted to drive FBI owned or leased vehicles for official HTF business and only in accordance with applicable FBI policy, rules, and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide. The assignment of an FBI owned or leased vehicle to **SLMPD** HTF personnel will require the execution of a separate Vehicle Use Agreement.
61. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to HTF business.
62. The FBI and the United States will not be responsible for any tortious act or omission on the part of **SLMPD** and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by **SLMPD** HTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
63. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by **SLMPD** HTF personnel while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the HTF.
64. To the extent permitted by applicable law, **SLMPD** agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury

arising from any use of an FBI owned or leased vehicle by **SLMPD** HTF personnel which is outside the scope of their official duties and assignments under this MOU.

#### **SALARY/OVERTIME COMPENSATION**

65. The FBI and **SLMPD** remain responsible for all personnel costs for their HTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 66 below.
66. Subject to funding availability and legislative authorization, the FBI will reimburse to **SLMPD** the cost of overtime worked by non-federal HTF personnel assigned full-time to HTF, provided overtime expenses were incurred as a result of HTF related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and **SLMPD** for full-time employee(s) assigned to HTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable **SLMPD** overtime provisions and shall be subject to the prior approval of appropriate personnel.

#### **PROPERTY AND EQUIPMENT**

67. Property utilized by the HTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the, will be HTF maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by HTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of HTF, will be the financial responsibility of the agency supplying said property.

#### **FUNDING**

68. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU.
69. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

#### **FORFEITURES**

70. The FBI shall be responsible for processing assets seized for federal

forfeiture in conjunction with HTF operations.

71. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI, DOJ, as well as guidelines set forth in the Homeland Security Task Force MOU

#### **DISPUTE RESOLUTION**

72. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the HTF's objectives.
73. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

#### **MEDIA RELEASES**

74. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and **SLMPD** policy and guidelines and in line with national HSTF guidance.
75. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final written approval.

#### **SELECTION TO HTF AND SECURITY CLEARANCES**

76. If an **SLMPD** candidate for the HTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
77. If, for any reason, the FBI determines that an **SLMPD** candidate is not qualified or eligible to serve on the HTF, the **SLMPD** will be so advised, and a request will be made for another candidate.
78. Upon placement on the HTF, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
79. Before receiving unescorted access to FBI space identified as an open storage facility, HTF personnel will be required to obtain and maintain a Top-Secret security clearance. HTF personnel will not be allowed unescorted access to FBI space unless they have received a Top-Secret security clearance.
80. Upon departure from the HTF, each individual whose assignment to the HTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreements to which he or she previously agreed.

## LIABILITY

81. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the HTF.
82. Each party agrees to notify the other in the event of receipt of a civil claim arising from the HTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the HTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

### 83. COMMON LAW TORT CLAIMS

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of HTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

### 84. INDIVIDUAL CAPACITY CLAIMS UNDER THE U.S. CONSTITUTION OR FEDERAL STATUTES

- A. Liability for violations of the U.S. Constitution may rest with the individual agent or officer acting under color of federal law pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971). Other federal statutes may also allow for individual capacity claims against agents or officers acting under color of law.
  - B. Federal officers enjoy qualified immunity from suit for alleged violations of the U.S. Constitution and most federal statutes that create an express or implied cause of action for damages "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800, 818 (1982).
  - C. If an officer assigned to the HTF is named as a defendant in his or her individual capacity in a civil action alleging constitutional or statutory violations as a result of conduct taken within the scope of HTF-related duties, the officer may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
  - D. An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
85. Unless otherwise authorized by the FBI, liability for any conduct by HTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States.
86. The Department has limited its commitment to represent task-force personnel to those who were formally deputized by a federal agency and will require the requesting agency to demonstrate that a written deputation was in place at the time of the incident in question.

#### **DURATION**

87. The term of this MOU is for the duration of the HTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the participating agencies.
88. Any participating agency may withdraw from the MOU any time by written notification to the FBI SSA with designated oversight for investigative and personnel matters or program manager of the HTF at least 30 days prior to withdrawal.
89. Upon termination of this MOU, all equipment provided to the HTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any HTF participation.

**MODIFICATIONS**

- 90. This agreement may be modified at any time by written consent of all involved agencies.
- 91. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

\_\_\_\_\_  
Christopher T. Crocker  
Special Agent in Charge  
Federal Bureau of Investigation  
St. Louis Division

\_\_\_\_\_  
Date

3/4/2026

\_\_\_\_\_  
Colonel Robert J. Tracy  
Police Chief  
St. Louis Metropolitan Police Department

\_\_\_\_\_  
Date



*Colonel Robert Tracy  
Police Commissioner*

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 24, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a pricing proposal between the Saint Louis Metropolitan Police Department and SHI.

<b>FUND NUMBER:</b>	1000-General Fund
<b>CENTER:</b>	650000
<b>ACCOUNT NUMBER:</b>	560001
<b>PROGRAM NUMBER</b>	1250
<b>CONTRACT MAXIMUM AMOUNT:</b>	\$166,467.81
	FY 2026 \$166,467.81
	FY 2027
	FY 2028

**DESCRIPTION:** SHI is the sole source provider of the Granicus LLC Software use by the Department's IT unit

**DURATION:** 3/9/2026-3/8/227  
**VENDOR:** SHI  
City Place Drive East  
Creve Coeur, MO 63141

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Sullivan".

Tim Sullivan,  
Compliance Auditor



Pricing Proposal  
 Quotation #: 27046934  
 Created On: 1/13/2026  
 Valid Until: 2/12/2026

**MO-City of St. Louis Metropolitan Police Department**

**Inside Account Manager**

**Carl Gorham**  
 1915 Olive St.  
 Attn: Carol Shepard  
 Saint Louis, MO 63103  
 United States  
 Phone: 314-444-5790  
 Fax:  
 Email: cgorham@slmpd.org

**Bill Dolan**  
 290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 800-527-6389 EXT 555xxxx  
 Fax:  
 Email: Bill\_Dolan@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ADFS/Single Sign-on Module Granicus - Part#: NPN-GRANIC-ADFS-B Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 <b>Note:</b> Software, ESD	1	\$4,071.75	\$4,071.75
2 Attachment Search w/OCR Granicus - Part#: NPN-GRANIC-ATTAC Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 <b>Note:</b> Software, ESD	1	\$0.00	\$0.00
3 FOIA Module Non Enterprise Granicus - Part#: NPN-GRANIC-FOIA-A Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 <b>Note:</b> Software, ESD	1	\$110,885.05	\$110,885.05
4 Fortress Hosting Granicus - Part#: NPN-GRANI-FORTR-D Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 <b>Note:</b> Software, ESD	1	\$8,503.42	\$8,503.42
5 Hosted Data Storage (500 GB) Granicus - Part#: NPN-GRANI-HOSTI Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 <b>Note:</b> Software, ESD	1	\$0.00	\$0.00

6	Invoicing Module Granicus - Part#: NPN-GRANI-INVOI-E Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 Note: Software, ESD	1	\$8,503.42	\$8,503.42
7	Payments Module Granicus - Part#: GOVM-GQA-PAY-SUB Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 Note: Software, ESD	1	\$8,503.42	\$8,503.42
8	Redaction License (per named user) Granicus - Part#: NPN-GRANI-REDAC-A Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 Note: Software, ESD	1	\$8,122.97	\$8,122.97
9	Legal Holds Module Granicus - Part#: NPN-GOVQA-LEGAL-A Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 3/9/2026 – 3/8/2027 Note: Software, ESD	1	\$17,877.78	\$17,877.78
			Total	\$166,467.81

#### Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



Bill Dolan

Client Solutions Manager

Office: [+17328688840](tel:+17328688840)

You can unsubscribe from sales communications [here](#).

Your preferences will be updated promptly. For more information, please review our [Privacy Policy](#).

## SHI Pricing Proposal #27046934

---

Robert Tracy

Police Commissioner

---

Comptroller

---

Register



granicus.com

2/9/2026

ATTN:  
St. Louis, MO

**SOLE SUPPLIER CERTIFICATION**

This is to certify that the computer software program(s) identified below (the "Software"), are the sole and exclusive property of **Granicus, LLC. and/or its affiliates and subsidiaries**, ("Supplier"). Supplier is the owner, developer, and manufacturer of the source code to the Software and has exclusive rights to distribute the source code for the Software or authorize affiliates and resellers to distribute the Software on Supplier's behalf. No other vendor has end user distribution rights to the source code.

Supplier is the only vendor that has the ability and expertise to support the source code for the Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues. Any third-party technology or data included in or with the Software is the property of such third party, is provided under separate agreement between the third party and Supplier and is not subject to this certification.

Signed on behalf of Supplier as of the date set forth above:

Signature: DocuSigned by:  
*Bernadette Foley*  
06CBB3E1AA51459...

Name: Bernadette Foley

Title: Senior Manager, Renewals

**Software:**

- ADFS/Single Sign-on Module
- Attachment Search w/OCR
- FOIA Module Non Enterprise
- Fortress Hosting
- Hosted Data Storage (500 GB)
- Invoicing Module
- Payments Module
- Redaction License (per named user)
- Legal Holds Module

**Washington D.C.**  
1152 15th Street NW, Suite 800  
Washington, DC 20005  
202.407.7500

**Denver**  
1999 Broadway, Suite 3600  
Denver, CO 80202  
800.314.0147

**Saint Paul**  
408 St. Peter St, Suite 600  
Saint Paul, MN 55102  
651.726.7309

**United Kingdom**  
15 Worship Street  
EC2A 2DT, London  
+44 (0) 1293 804622



*Colonel Robert Tracy  
Police Commissioner*

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 27, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a Memorandum of Understanding between the Saint Louis Metropolitan Police Department and Federal Bureau of Investigations.

Contract Agency: Federal Bureau of Investigations  
2222 Market Street  
Saint Louis, MO 63103

Description: This MOU will allow the FBI to use a portion of Room 425 in Police Headquarters for computer equipment storage. Both parties Believe this will improve communication and emergency response.

Duration: 3/4/2026-no end date

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Sullivan".

Tim Sullivan,  
Compliance Auditor

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE FEDERAL BUREAU OF INVESTIGATION  
AND  
THE ST. LOUIS METROPOLITAN POLICE DEPARTMENT**

**GENERAL PROVISIONS**

**1. PURPOSE**

This Memorandum of Agreement (MOA) is between the St. Louis Field Office of the Federal Bureau of Investigation (FBI) and the St. Louis Metropolitan Police Department (SLMPD) (hereinafter referred to as the "parties"). The purpose of this MOA is to define the scope of work and responsibilities of the parties for the use of SLMPD office space in which to store FBI computer equipment. This MOA sets forth the agreed upon procedures for management, accountability, direction, authority, and liabilities of the parties in conjunction with this effort.

**2. DEFINITIONS**

The parties have agreed upon the following definitions for terms used in this MOA:

- a. Classified Information - Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
- b. Controlled Unclassified Information - Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations.
- c. Law Enforcement Agency - A State or Federal entity with criminal and/or civil law enforcement authority.
- d. Enforcement Agency - A State or Federal entity solely with civil law enforcement authority.
- e. Operational Tasks - Those tasks that deal with the operational nature of the center (e.g., obligations, expenditures, etc.).
- f. Administrative Tasks - Those tasks that deal with the administrative nature of the center such as: payroll, rental of space, or maintenance of office equipment.

**3. BACKGROUND**

This MOA addresses FBI's use of a portion of room 425 on the fourth floor of SLMPD's headquarters building located at 1915 Olive Street, St. Louis, MO for computer equipment storage. FBI and SLMPD previously signed a Memorandum of Understanding (MOU) regarding the Violent Crime and Safe Streets

Task Force (VCSSTF). It is the belief of the parties that FBI's ability to store computer equipment at the headquarters building of SLMPD would enhance the parties' VCSSTF activities and further improve the parties' communication and emergency response capability.

The FBI's use of the space at SLMPD in no way changes or infringes upon the established areas of responsibility of law enforcement agencies already present at St. Louis. The FBI will conduct investigations and respond to matters concerning the violation or potential violation of federal laws. Further, the FBI will continue to work closely with all agencies already in the area. Nothing in this MOA should be construed as limiting or impeding the basic spirit of cooperation which already exists between the participating agencies.

#### **4. AUTHORITY**

The FBI is entering into this MOA under the authority provided by 28 U.S.C. Section 533 and 28 C.F.R. 0.85.

#### **5. SCOPE**

This MOA defines the areas to be occupied by the FBI within SLMPD's headquarters building. In addition, it also defines the responsibilities of the parties to the agreement. The specific location of these areas can be found in Exhibit A of this MOA.

The FBI will be responsible for the following:

- a. The FBI will use a portion of room 425 at the SLMPD headquarters building to store computer equipment shown in Exhibit A.
- b. SLMPD agrees to allow the FBI to upgrade this space by a vendor of the FBI's sole choice, to meet FBI security requirements. The FBI will not significantly change the physical characteristics of this space other than to install the computer equipment, install appropriate alarm and door security controls, and install separate and distinct communication lines. The FBI is not required to remove and security enhancements upon termination of this agreement. Upgrades and modifications will be funded by the FBI.
- c. The FBI will control access to the computer storage space while SLMPD will continue to control access to the SLMPD headquarters building.
- d. The FBI will be responsible for all maintenance and troubleshooting of FBI installed hardware and communications equipment.

SLMPD will be responsible for the following:

- a. SLMPD will provide approximately 160 square feet of space formerly occupied by SLMPD in room 425 of 1915 Olive Street as shown in Exhibit A.
- b. This space will be provided at no cost to the FBI or the Federal Government.

- c. SLMPD will provide all utilities with the exception of internet service., which will be paid for by the FBI.
- d. SLMPD will provide, at no cost to the FBI, the computer storage space located at SLMPD. The computer storage space will be available as computer storage space for as long as the SLMPD deems. The FBI will not modify this space other than to install locks and other security requirements.

## **6. FUNDING**

Each party to this MOA shall be responsible for the costs associated with implementing its requirements under this MOA. The expenditure of funds must be approved by a warranted contracting officer of the party being required to expend the funds. Any expenditure of funds is subject to the availability of said funds.

## **7. DISCLOSURE AND USE OF INFORMATION**

The parties agree to the following disclosure and use policy. All information provided by the FBI regarding this computer storage space is considered sensitive property of the FBI. Therefore, the release of said information must be approved by the FBI signatory to this MOA or his/her delegate.

## **8. SETTLEMENT OF DISPUTES**

Disagreements between the parties arising under or relating to this MOA will be resolved by consultation between the parties and will not be referred to a Federal or State court or any other person or entity for settlement.

- a. Property damaged or destroyed which was utilized by the FBI and/or its agents in connection with the use of the computer storage space will be the financial responsibility of the FBI.
- b. To the extent permitted under the Federal Tort Claims Act and any other applicable federal law, the United States may be liable for damages, losses, expenses, claims, suits, or other expenses incurred as a result of or in connection with the use of the computer storage space by FBI. For the limited purpose of defending claims arising out of activities performed pursuant to this MOA, the United States may assume liability or provide representation for participants named as defendants. Legal representation by the United States is determined by Department of Justice (DOJ) on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any federal, state, or local officer.
- c. For lawsuits or claims arising out of the negligent or wrongful acts or omissions of a

participant, the United States may be substituted, for the participant, as a sole defendant. For substitution, the Attorney General, or designee, must certify that an individual defendant can be considered an "employee" of the United States and was acting within the scope of his employment at the relevant time. If the United States is substituted as the defendant, the individual employee is thereby protected from suits in his official capacity. Liability for any negligent or willful acts of participant, undertaken outside the terms of this MOA will be the sole responsibility of the respective employee and agency.

- d. Liability for violations of federal constitutional law rests with the individual. The officer may request representation by the U.S. Department of Justice (DOJ) for civil suits against them in their individual capacities for actions taken within the scope of employment. An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or his designee determines that providing representation would otherwise be in the interest of the United States." Title 28, Code of Federal Regulations, Section 50.15(a). If a participant is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity.

## **9. SECURITY**

It is the intent of the parties that the Project be carried out under this MOA will be conducted at the unclassified level. No classified information will be discussed, provided, or generated under this MOA. All computers must have removable hard drives. Conclusion of the night the hard drives and Taclane key must be removed and stored in a GSA safe that is provided by the FBI.

## **10. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION**

With regard to amendment, termination, entry into force, and duration of this agreement the following procedures apply:

- a. All activities of the parties under this MOA will be carried out in accordance with federal law and the obligations of the parties will be subject to the availability of appropriated funds for such purpose.
- b. Except as otherwise provided, this MOA may only be amended by the mutual written consent of the parties' authorized representatives.
- c. This MOA may be terminated at any time upon the mutual written consent of the parties. In the event both parties' consent to terminate this MOA, the parties agree to ensure termination on the most economical and equitable terms for both parties.

- d. Either party may terminate this MOA upon 30 days written notification to the other party.

In the event of such termination, the following rules apply:

- a. The terminating party will continue to participate, including financial participation, up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All Project information and rights therein received under the provisions of this MOA prior to the termination will be retained by the parties, subject to the provisions of this MOA.

This MOA which consists of 10 Sections and 1 Exhibit, will be effective upon signature of both parties and will remain in effect for five years. It may be extended by mutual written consent of the parties' authorized representatives.

The foregoing represents the understandings reached between the FBI and the SLMPD referred to herein.

**FOR THE FEDERAL BUREAU OF INVESTIGATION**

\_\_\_\_\_  
Katelyn Rose Haus  
Contracting Officer  
935 Pennsylvania Ave, NW, Washington D.C. 20535

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher T. Crocker  
Special Agent in Charge  
St. Louis Field Office  
2222 Market Street, St. Louis, MO 63103

\_\_\_\_\_  
Date

**FOR THE ST. LOUIS METROPOLITAN POLICE DEPARTMENT**

\_\_\_\_\_  
Colonel Robert J. Tracy  
Chief of Police  
1915 Olive Street  
St. Louis, MO

\_\_\_\_\_  
Date



*Colonel Robert Tracy  
Police Commissioner*

*Service, Integrity, Leadership and Fair Treatment to All*

# METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE • ST. LOUIS, MISSOURI 63103

February 27, 2026

Honorable Board of Police Commissioners  
1915 Olive Street  
Saint Louis, MO 63103

Please find enclosed for your approval a Memorandum of Understanding between the Saint Louis Metropolitan Police Department and To Be Determined.

Contract Agency:       TBD  
                                  TBD  
                                  TBD

Description:            This is a blanket agreement to be used when visiting teams request SLMD traffic escorts from the airport to various locations in the City.

Duration:                TBD

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Sullivan".

Tim Sullivan,  
Compliance Auditor

## POLICE ESCORT SERVICE AGREEMENT

This Police Escort Service Agreement (the "Agreement") made by and between the St. Louis Metropolitan Police Department (the "Department"), an agency of the State of Missouri, and \_\_\_\_\_, a \_\_\_\_\_ (the "Team"). Team and Department are each a "Party" and are collectively referred to as the "Parties" herein.

### 1. Scope of Services

The Department agrees to, upon written request at least twenty-four hours in advance by the Team, provide the Team with a police escort (the "Police Escort") consisting of \_\_\_\_\_ police vehicle(s) (each a "Police Vehicle") and \_\_\_\_\_ commissioned officers (each an "Officer") before and following games, practices, and other events related to the Team's participation in the \_\_\_\_\_ (the "Athletic Event").

### 2. Consideration for Services

In consideration therefore, the Team agrees to reimburse the Department for the services of each officer at an hourly rate of \$75 per hour for officers working the Police Escort. Each Officer assigned to the Police Escort shall be paid for a minimum of \_\_\_\_\_ hours work. In further consideration therefore, the Team agrees to pay the SLMPD the amount of \$\_\_\_\_\_ per hour per Police Vehicle utilized during the Police Escort. Each Police Vehicle utilized in the Police Escort shall be paid for a minimum of \_\_\_\_\_ hours. The amounts paid for each Police Vehicle are intended to cover the Department's miscellaneous expenses including, but not limited to, gasoline, equipment depreciation, and vehicle maintenance.

### 3. Method of Payment

At the conclusion of the Athletic Event, the Police Department will bill the Team according to the number of hours worked by Officers and vehicle hours used in providing the Police Escort. Billing will be provided by email. The Team shall remit a check to the Police Department for all hours worked and vehicle hours used. In no event shall the Team be billed for less than the total amount of the minimum amount of hours for Officers and the minimum amount of hours for Police Vehicles specified in Paragraph 2 above.

### 4. Records

The Parties shall both maintain complete and accurate records and books of account in accordance with generally accepted accounting principles, in relation to the services provided pursuant to this Agreement.

### 5. Term

This Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_ (the "Original Term"). This Agreement may be extended up to two weeks by mutual agreement of the Parties (the "Extension Term"). The Department will use its best efforts to provide the number

of Officers and Vehicles specified in Paragraph 1, above, but the Team acknowledges that, due to staffing limitations, the Department may have to provide the Police Escort using fewer officers than the amount of Officers provided during the Original Term.

#### 6. Nature of Agreement

This Agreement does not create an employment relationship between the Parties. The Department is an independent contractor for the Team for the services to be provided pursuant to this Agreement. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Team and the Department or to impose any such obligation or liability upon either Party. Neither the Team nor the Department shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

#### 7. Integration

This Agreement comprises the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein or incorporated by reference hereunder.

#### 8. Modification and Amendment

Any amendments, modifications additions, supplements or deletions to this Agreement shall be in writing, with the mutual consent of the Parties and signed by the Parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument. Notwithstanding the foregoing, the Parties agree that the Parties may agree to the Extension Term by each Party's contract liaison identified in Paragraph 15, below, providing confirmation via email that the Party agrees to the Extension Term.

#### 9. Cancellation and Termination

This Agreement may be terminated by either Party upon the giving of ten (10) days written notice to the other Party; provided, however, that, if at the time of receiving such notice from the Department, the Team has already requested services hereunder, this Agreement may not be terminated until such services have been performed. Further, timely notice of termination by the Team to the Department shall not relieve the Team of its obligation to compensate the Department for services already provided.

#### 10. Indemnification and Hold Harmless

To the fullest extent permitted by applicable law, the Team shall indemnify, defend and hold harmless the Department, its Board of Police Commissioners, officers, agents and employees from and against any and all claims, suits, actions, judgements, fines, penalties, loss, damage, cost or expense, whether direct or indirect, due to bodily injury, personal injury, death, sickness or property damage (including loss of use thereof) arising out of or related to this Agreement.

Such obligations shall not be construed to waive, negate, abridge or reduce other rights or obligations or indemnity which would otherwise exist, nor shall this be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of the Department, the Board of Police Commissioners, its agents, officers and employees.

#### 11. Control Over Personnel and Equipment

This Agreement shall not be construed as relinquishment by the Department of any otherwise existing control or ability to monitor, supervise or discipline its employees, or control and ownership of the Police Vehicles. Each Officer who may perform services or occupy the Police Vehicle as provided hereunder still must adhere to the established orders, policies and procedures of the Department.

#### 12. Use of Equipment and Facilities

Unless specifically stated herein, there shall be no use of the Department equipment or facilities, except those necessary to perform the services specified herein. If an employee of the Department, in accordance with this Agreement, uses the Team's equipment or facilities, the employee shall use reasonable care consistent with the policies and procedures of the Department.

#### 13. Effective Date

This agreement shall become effective on the date on which it is fully executed by both Parties hereto.

#### 14. Governing Law

This Agreement, its interpretation and any dispute arising out of its operation, shall be governed by the laws of the State of Missouri. Proper venue for any dispute arising out of this Agreement shall be the 22<sup>nd</sup> Judicial Circuit of the State of Missouri. The provisions of this section shall survive the expiration or termination of this Contract.

#### 15. Contract Liaison

The Traffic Safety Commander of the Department shall be the Department's liaison for the operational purposes of this Agreement and any and all inquiries, correspondence, or other communication shall be addressed to the Traffic Safety Commander in the first instance. Tim Sullivan shall be the Department's liaison for payment and billing purposes. The Team has designated \_\_\_\_\_ (the "Team Liaison") as the Team's liaison for the purposes of this Agreement and any and all inquiries, correspondence, or other communication shall be addressed to the Team Liaison in the first instance. Neither the Traffic Safety Commander nor the Team Liaison has the authority to change, amend, or interpret this Agreement or its terms.

16. Contact Information

Sgt. Russo  
Traffic Safety Commander  
1915 Olive Street Room 764  
Saint Louis, MO 63103  
314-444-5411  
rjrusso@slmpd.org

Tim Sullivan  
Compliance Auditor  
Saint Louis Metropolitan Police Department  
1915 Olive Street Room 764  
Saint Louis, MO 63103  
314-444-5664  
tsullivan@slmpd.org

[SIGNATURE PAGE FOLLOWS]

ST. LOUIS METROPOLITAN  
POLICE DEPARTMENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CCO Form: HS03

Approved: 07/06 (AMN)

Revised: 03/24 (TLP)

Modified:

Award year: 2025-2030

Region: SL

eAgreements No.: 2025-06-87347

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM ON CALL WORK  
ZONE ENFORCEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the St. Louis Metropolitan Police Department, an agency of the State of Missouri (hereinafter, "SLMPD");

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized funds to be used to support Statewide Transportation Improvement Program (hereinafter, "STIP") On Call Work Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the **SLMPD**.

(2) ACTIVITY: The funds which are the subject of this Agreement are provided to support law enforcement work zone activities to further STIP On Call Work Zone Enforcement.

(3) INDEMNIFICATION: To the extent allowed or imposed by law, the SLMPD shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the SLMPD's wrongful or negligent performance of its obligations under this Agreement.

(4) INSURANCE:

(A) The SLMPD is required or will require any contractor procured by the SLMPD to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign

immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The SLMPD shall be permitted to satisfy these requirements through self-insurance.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the **SLMPD** and the Commission.

(6) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) SLMPD/COUNTY/VENDOR REPRESENTATIVE: The **SLMPD purchasing agent** is designated as the **SLMPD's** representative for the purpose of administering the provisions of this Agreement. Further, the **SLMPD purchasing agent** shall have the authority to execute Program Orders in accordance with this Agreement.

(8) NONDISCRIMINATION CLAUSE: The **SLMPD** shall also comply with all state and federal statutes applicable to the **SLMPD** relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(9) ASSIGNMENT: The **SLMPD** shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The **SLMPD** shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the **SLMPD** with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the **SLMPD**.

(12) FUNDING/REIMBURSEMENT:

1. Eligible Costs / Documentation: With regard to work under this Agreement, the **SLMPD** agrees that funds to implement work zone law enforcement

activities shall only be available for reimbursement of eligible costs which have been incurred by the **SLMPD**. The **SLMPD** shall supply to the Commission copies of all bid information, purchase orders, invoices and, for hours worked, certified payroll (on Program Agreements that include salaries). Any costs incurred by the **SLMPD** prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments or Task Orders.

2. Peace Officer Standards and Training: Law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

(13) EQUIPMENT:

(A) Procurement: The **SLMPD** may use its own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

a. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement.

b. Price or rate quotations shall be solicited from at least three (3) sources.

c. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition.

d. The **SLMPD** shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of procurement.

e. If for some reason the low bid is not acceptable, the **SLMPD** must have written approval from the MHTC prior to bid approval and purchase.

f. The **SLMPD** will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

(B) Disposition: The **SLMPD** make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$3,000 or more. The **SLMPD** must keep and maintain equipment with a cost of under \$3,000 until it is no longer useful for its originally intended purpose.

3. Replacement: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the **SLMPD** previous twelve months authorized strength.

(14) ACCOUNTING / DOCUMENTATION: The **SLMPD** shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The **SLMPD** must document the following: (1) Receipt of funds; (2) date and amount paid to officers; (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

(15) PROGRAM ORDER: On Call Work Zone Enforcement funding will be conducted under a Program Order. Each Program Order must be executed by the Commission and the SLMPD's Representative. Each Program Order shall contain but is not limited to the following: (1) Program Order Job Number(s); (2) Funds available for the completion of the Program Order; (3) Starting and completion dates for the Program Order.

(16) LIMITS ON OVERTIME: The **SLMPD** will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24-hour period.

(17) USE OF FUNDS: Any employee of the **SLMPD** whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the **SLMPD** participates in activities prohibited by the Hatch Act, the **SLMPD** shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(18) AUDIT OF RECORDS: The **SLMPD** must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The **SLMPD** shall refund any overpayments as determined by the final audit.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the **SLMPD**.

(22) EMPLOYEES ONLY: The funding granted by the Commission to the **SLMPD** under this Agreement extends only to reimbursement for work zone enforcement by employees of the **SLMPD** covered by the **SLMPD** worker's compensation plan.

(23) DURATION AND EXTENSION: Unless otherwise terminated, this Agreement shall be in effect for five years from the execution of this Agreement. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional two, one-year extensions from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(24) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by SLMPD on \_\_\_\_\_(DATE).

Executed by Commission on \_\_\_\_\_(DATE).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

St. Louis Metropolitan Police Department

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Secretary of the Commission

Title \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_

By \_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

Title: \_\_\_\_\_

\*Note: If agency is a County with a county commission form of government, 3 signatures are required.

**RESOLUTION APPROVING CERTAIN AGREEMENTS**  
**ST. LOUIS BOARD OF POLICE COMMISSIONERS**  
**Resolution No. 2026-12**

**WHEREAS**, the St. Louis Board of Police Commissioners (“Board”) has determined it to be in the best interest of the Board to adopt the following resolution; and

**WHEREAS**, the Board has reviewed certain contracts, agreements, and memorandums of understanding at its March 4, 2026 Board meeting (collectively the “Agreements”); and

**WHEREAS**, the Board has approved the Agreements which have been attached hereto as Exhibit A and authorize the Chief of Police to execute the Agreements on behalf of the St. Louis Metropolitan Police Department; and

**BE IT RESOLVED:** The Agreements attached hereto and incorporated herein as Exhibit A are approved by the St. Louis Board of Police Commissioners; and

**BE IT FURTHER RESOLVED:** That the Chief of Police shall be authorized to execute the Agreements attached hereto and incorporated herein as Exhibit A.

**N WITNESS WHEREOF**, the undersigned Commissioners have executed this Resolution effective this 4th day of March, 2026.

\_\_\_\_\_  
Commissioner Brad Arteaga

\_\_\_\_\_  
Commissioner Sonya Jenkins-Gray

\_\_\_\_\_  
Commissioner Edward McVey

\_\_\_\_\_  
Commissioner Chris Saracino

\_\_\_\_\_  
Mayor Cara Spencer

**BEING ALL VOTING MEMBERS OF  
THE ST. LOUIS POLICE BOARD OF  
COMMISSIONERS**