

RESOLUTION TO ADOPT BYLAWS
ST. LOUIS BOARD OF POLICE COMMISSIONERS
Resolution No. 2025-07

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

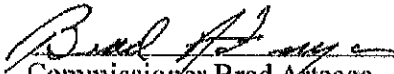
WHEREAS, the Board believes that to engage in effective governance of the St. Louis Metropolitan Police Department the Board should adopt bylaws; and

WHEREAS, the Board desires to adopt Bylaws, attached hereto as Exhibit A.

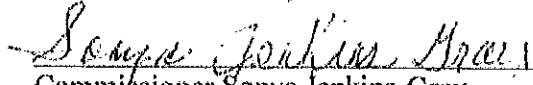
BE IT RESOLVED: That the Board adopts the Bylaws attached hereto and incorporated herein as Exhibit A; and

BE IT FURTHER RESOLVED: That a copy of the Bylaws shall be open for public inspection.

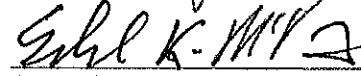
IN WITNESS WHEREOF, the undersigned Commissioners have executed this Resolution effective this 6th day of August, 2025.



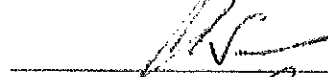
Commissioner Brad Artega



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**

BYLAWS

of the

ST. LOUIS BOARD OF POLICE COMMISSIONERS

Effective August 6, 2025

ARTICLE I

PURPOSE

The Board of the St. Louis Board of Police Commissioners (the "Board") shall be those individuals set forth in Revised Statutes of Missouri, chapter 84.350, et. seq. The Board shall have the exclusive management and control of the police force of St. Louis, Missouri (the "Department"), which shall be subject to no other control.

ARTICLE II

OFFICES

The principal office of the Board shall be 1915 Olive Street, St. Louis, Missouri, 63103, but the Board may also have offices and branch offices at such other places within and without the State of Missouri as the Board may from time to time appoint and the business and the Board may require.

ARTICLE III

MEMBERSHIP

Section 1. Composition of Membership. As set forth in Revised Statutes of Missouri § 84.020, the Board shall be composed of six commissioners, four citizen members appointed by the Governor of the State of Missouri with the advice and consent of the Senate, for a term of four years who shall hold office for their term of appointment and until their successor shall have been appointed and qualified, one nonvoting member appointed by the Governor with the advice and consent of the senate for a term of four years who shall hold office for his or her term of appointment and until his or her successor shall have been appointed and qualified, and the then serving Mayor of the City of St. Louis, Missouri.

Section 2. Transfer of Membership. A member's right may not be transferred.

Section 3. Removal of Members. Members of the Board, other than the Mayor, may be expelled, terminated or suspended as provided in Revised Statutes of Missouri § 84.020.

Section 4. Forfeiture of Office. No commissioner, except for the mayor, shall be nominated for or hold any other elective or appointed political office. If any citizen commissioner is nominated for or elected to any elective or appointed political office, such commissioner shall forfeit the appointment and shall immediately vacate his or her office.

Section 5. Resignation of Members. Notwithstanding the provisions of Section 1 of this Article, a member may resign at any time.

Section 6. Membership Vacancies. Vacancies of the four Governor-appointed members shall be filled by the Governor of the State of Missouri as provided in Revised Statutes of Missouri § 84.030.

Section 7. Financial Disclosures. Members of the Board shall file with the Missouri Ethics Commission established in Revised Statutes of Missouri § 105.955 such financial disclosure statements as may be required by Revised Statutes of Missouri § 105.483.

Section 8. Compensation of Board Members. The Board members shall receive such compensation as is authorized under Revised Statutes of Missouri § 84.040.

Section 9. Identification of Commissioners. Members of the Board shall be identified as Colonels of the St. Louis Police Board.

Section 10. Jurisdiction. The Board shall have sole charge and control of the Department with all powers, rights, and duties prescribed by law. The Board shall have the authority to establish rules and regulations for the government and discipline of the Department and its officers and employees. Among the Board's responsibilities is the licensing, regulation and discipline of all private watchmen, private detectives and private policemen in the City of St. Louis in accordance with state law.

ARTICLE IV

BOARD MEETINGS AND ACTIONS

Section 1. Place. All meetings of the Board shall be held at such place within the City of St. Louis as may be selected by the Board, but in the event the Board shall fail to designate a place for said meeting to be held, then the meeting shall be held at the principal office of the Board.

Section 2. Regular and Special Meetings. The Board may establish a schedule for regular meetings of the Board. Special meetings of the Board may be called at any time by the President, or any two members of the Board may request the President call a special meeting.

Section 3. Notice of Board Meetings. Notice of all meetings of the Board shall be given as provided in Revised Statutes of Missouri § 610.020. The date, time, location and agenda shall be posted a minimum of 24 hours prior to the meeting. Emergency circumstances may occasionally

dictate that a meeting be held on less than 24 hours' notice as long as the nature and good cause of the departure from normal requirements are stated in the meeting minutes and as much notice as is reasonably possible is given. The President may request that an item be added to the agenda or any two members of the Board may request that the President have an item added to the agenda.

Section 4. Quorum. Four members shall constitute a quorum for the transaction of business. No action shall be taken by the board or deemed valid unless three concurring votes are cast. The non-voting member is not permitted to vote; however, the non-voting member may be counted for purposes of establishing a quorum and discussion, including discussion in any closed meeting of the board.

ARTICLE V

COMMITTEES

Section 1. The Board may create one or more committees of the Board and appoint members of the Board to serve on them. Each committee shall have at least one Board member, who will serve on said committee at the pleasure of the Board.

Section 2. Budget, Finance, and Audit Committee. The Board shall establish a Budget, Finance, and Audit Committee to make recommendations to the Board regarding the Department's budget and finances. The Budget, Finance, and Audit Committee shall supervise annual audits of the Department, meet with auditors, and review and accept the annual audit. The Budget, Finance, and Audit Committee shall be composed of a member of the Board, the Department's Budget Director, one employee of the Department appointed by the recognized collective bargaining units, and one employee of the Department appointed by the Chief of Police.

Section 3. Labor Management Committee. The Board shall establish a Labor Management Committee to make recommendations to the Board regarding matters related to the Department and the recognized collective bargaining units representing its employees. The Labor Management Committee shall be composed of a member of the Board, the Department's Human Resources Director, one employee who is a member of the recognized collective bargaining unit for lieutenants, one employee who is a member of the recognized collective bargaining unit for sergeants, one employee who is a member of the recognized collective bargaining unit for commissioned officers, and two members of the Department to be appointed by the Chief of Police.

Section 4. Litigation Committee. The Board shall establish a Litigation Committee to make recommendations to the Board regarding pending cases. The Litigation Committee shall be composed of a member of the Board, the General Counsel to the Board, the Department's Budget Director, the Chief of Police, and an Assistant Attorney General, who shall be an ex officio member.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the Board shall be a President, a Vice President, a Treasurer, and a Secretary, and such other officers as the Board may from time to time appoint. Any two or more offices may be held by the same individual.

Section 2. Appointment and Term. The officers shall be elected annually by the Board and shall hold office until the next annual election of the Board unless vacated by resignation, removal or death.

Section 3. Removal. The Board may remove any officer at any time, with or without cause. The appointment of an officer does not create contract rights.

Section 4. Vacancies. In the case any office shall become vacant by reason of resignation, removal, death or otherwise, the Board members then in office, although less than a majority of the entire Board, by a majority vote of those voting, may appoint a successor or successors for the unexpired term.

Section 5. Compensation and Reimbursement of Officers and Agents. The Board may appoint and fix the compensation for the Secretary employed by the Board pursuant to Revised Statutes of Missouri § 84.060 or any other officer necessary to carry out the duties and responsibilities of the Board, and may authorize the reimbursement of expenditures made on behalf of the Board, for or by such other officers and agents as the Board may from time to time see fit to appoint or authorize.

ARTICLE VII

AUTHORITY AND DUTIES OF OFFICERS

Section 1. President. The President will be the executive officer of the Board, preside at its meetings, and act for the Board when it is not in session.

Section 2. Vice President. The Vice President will perform the duties of the President in the absence of the President.

Section 3. Board Secretary. The Board Secretary will ensure that minutes of all meetings are properly prepared, approved and published. The Board Secretary will perform the duties of the President in the absence of the President and Vice President.

Section 4. Treasurer. The Treasurer will ensure that all funds received by the Department are properly accounted for and dispersed. The Treasurer shall approve all contracts signed for the benefit of the Department.

Revised Statutes of Missouri § 84.050 requires that the Treasurer be bonded with one or more sureties in the penalty of ten thousand dollars. The bond shall be approved by a Circuit Judge in the City of St. Louis and shall be delivered and kept by the Treasurer of the City.

Section 5. Secretary to the Board. The Board shall appoint a Secretary to the Board who is not a member of the Board in accordance with Revised Statutes of Missouri § 84.060. The Secretary will attend all meetings of the Board, ensure that the proceedings of the Board are accurately recorded, keep all the records of the Board and perform such duties as prescribed by these Bylaws and such other duties as assigned by the Board. The Board shall determine the salary of the Secretary to the Board.

Section 6. General Counsel. The Board shall appoint a General Counsel for the Board. The General Counsel must be licensed to practice law in the State of Missouri and shall serve at the pleasure of the Board. The General Counsel shall provide legal advice to the Board and the Department. The General Counsel shall serve as the hearing officer at all disciplinary hearings conducted before the Board and manage all hearing officers appointed to hear disciplinary appeals pursuant to Revised Statutes of Missouri § 84.120.

ARTICLE VIII

DISTRIBUTION OF POLICE FORCE

Section 1. Distribution of Police Force. The permanent Police Force will be distributed among the various Bureaus of the Department according to authorized strength allocations prepared by the Chief of Police and approved by the Board.

ARTICLE IX

OFFICE OF THE BOARD OF POLICE COMMISSIONERS

The following departments shall report to the Office of the Board of Police Commissioners:

- A. Secretary to the Board;
- B. Budget and Finance Division; and
- C. Human Resources Division.

ARTICLE X

SIGNATURE AUTHORITY

Section 1. Contracts, Checks, etc. The officer or agent that the Board or an officer with authority from the Board designates shall sign all contracts and agreements that the Board or these Bylaws authorize, as well as all checks, drafts, bills of exchange, or other orders for payment of indebtedness that the Board has issued in its name. Designation of those with authority to sign for the Board may be general or for a specific purpose. The Board may authorize the use of facsimile signatures on any document.

ARTICLE XI

AMENDMENT

Section 1. Amendment to Bylaws. These Bylaws may be amended, repealed, or restated by three concurring votes of the Board at any regular or special meeting of the Board.

ARTICLE XII

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year for the Board shall be the year ending June 30.

Section 2. Parliamentary Authority. The most current version of *Robert's Rules of Order, Newly Revised*, shall be used for the conduct of all meetings of the Board, except as provided otherwise within these Bylaws.

CERTIFICATION

The undersigned Secretary of the Board does hereby certify that the foregoing Bylaws were duly adopted by the affirmative vote of the majority of the Board at a meeting properly called, noticed and convened on August 6, 2025.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 6th day of August, 2025.

Bradley Arteaga
Secretary

**RESOLUTION TO ADOPT A CONFLICTS OF INTEREST
AND FINANCIAL INTEREST DISCLOSURE POLICY
ST. LOUIS BOARD OF POLICE COMMISSIONERS
Resolution No. 2025-08**

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 is subject to Missouri's conflict of interest laws contained in R.S.Mo. §§ 105.450 through 105.467 (the "Conflict of Interest Statutes"); and

WHEREAS, the Board is subject to Missouri's financial interest disclosure laws contained in R.S.Mo. §§ 105.483 through 105.489 (the "Financial Disclosure Statutes"); and

WHEREAS, the Conflict of Interest Statutes and Financial Disclosure Statutes require the Board to disclose certain conflicts of interest and prepare financial interest statements; and

WHEREAS, the Board desires to adopt the Conflict of Interest and Financial Interest Disclosure Policy, attached hereto as Exhibit A.

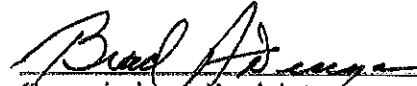
BE IT RESOLVED: That the Board adopts the Conflict of Interest and Financial Interest Disclosure Policy attached hereto and incorporated herein as Exhibit A to govern the disclosure of conflicts of interest and require financial interest statements in compliance with the Conflict of Interest Statutes and Financial Disclosure Statutes; and

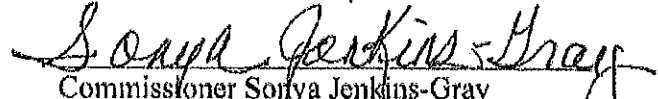
BE IT FURTHER RESOLVED: That a copy of the Conflict of Interest and Financial Interest Disclosure Policy shall be open for public inspection.

BE IT FURTHER RESOLVED: A certified copy of the resolution shall be sent within ten days of its adoption to the Missouri Ethics Commission.

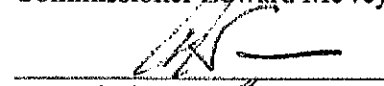
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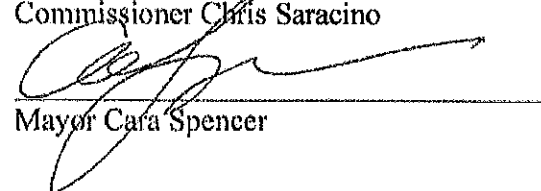
IN WITNESS WHEREOF, the undersigned Commissioners have executed this Resolution effective this 6th day of August, 2025.


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**

CONFLICT OF INTEREST AND FINANCIAL INTEREST DISCLOSURE POLICY

ST. LOUIS BOARD OF POLICE COMMISSIONERS

The St. Louis Board of Police Commissioners hereby adopts for its Conflict of Interest and Financial Interest Disclosure Policy, the applicable "Conflicts of Interest Statutes," as set forth in the Revised Statutes of Missouri ("R.S.Mo."), §§ 105.450 through 105.467 as amended from time to time, the applicable "Financial Disclosure Statutes," as set forth in R.S.Mo. §§ 105.483 through 105.489 as amended from time to time, and the following supplementary procedures (hereinafter, this "Policy").

Section 1 - Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the St. Louis Board of Police Commissioners (the "Board") and the St. Louis Metropolitan Police Department (the "SLMPD").

Section 2 - Conflicts of Interest.

- A. ***Conflict of Interest Statutes Generally.*** All members of the Board as well as employees of the Board and employees of the SLMPD must comply with the Conflict of Interest Statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- B. ***Board Requirements Generally.*** Any member of the Board who has a "substantial personal or private interest" in any measure, order, bid, contract or resolution proposed or pending before the Board must disclose that interest to the Secretary of the Board and the General Counsel for the Board and such disclosure shall be recorded in the appropriate journal of the Board. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.
- C. ***Prohibited Acts.*** No member of the Board, employee of the Board, or employee of the SLMPD shall:
 - 1. Act or refrain from acting in any capacity in which he is lawfully empowered to act as such an official or employee by reason of any payment, offer to pay, promise to pay, or receipt of anything of actual pecuniary value paid or payable, or received or receivable, to himself or any third person, including any gift or campaign contribution, made or received in relationship to or as a condition of the

performance of an official act, other than compensation to be paid by the state or political subdivision; or

2. Use confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself, his spouse, his dependent child in his custody, or any business with which he is associated; or
3. Disclose confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself or any other person; or
4. Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit to such official or his spouse or dependent children, including but not limited to increases in retirement benefits, whether received from the state of Missouri or any third party by reason of such act. For the purposes of this subdivision, "special monetary benefit" means being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected. In all such matters such officials must recuse themselves from acting, except that such official may act on increases in compensation subject to the restrictions of Section 13 of Article VII of the Missouri Constitution; or
5. Use his decision-making authority for the purpose of obtaining a financial gain which materially enriches himself, his spouse or dependent children by acting or refraining from acting for the purpose of coercing or extorting from another anything of actual pecuniary value.

D. **Board Prohibited Acts.** No member of the Board over which he or she has supervisory power shall:

1. Perform any service for the Board or the SLMPD in excess of five hundred dollars per transaction or five thousand dollars per annum, except on transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received;
2. Sell, rent or lease any property to the Board or the SLMPD in excess of five hundred dollars per transaction or five thousand dollars per year, unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received;
3. Participate in any matter, directly or indirectly, in which he or she attempts to influence any decision of the Board or the SLMPD, when he or she knows the result

of such decision may be the acceptance of the performance of a service or the sale, rental, or lease of any property to that agency for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per annum to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received;

4. Perform any services during the time of his or her office or employment for any consideration from any person, firm or corporation, other than the compensation provided for the performance of his or her official duties, by which service he or she attempts to influence a decision of the Board or the SLMPD;
5. Perform any service for consideration, during one year after termination of his or her office, by which performance he or she attempts to influence a decision of the Board or the SLMPD, except that this provision shall not be construed to prohibit any person from performing such service and receiving compensation therefor, in any adversary proceeding or in the preparation or filing of any public document or to prohibit an employee of the executive department from being employed by any other department, division or agency of the executive branch of state government;
6. Perform any service for any consideration for any person, firm or corporation after termination of his or her office in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service;
7. Perform any service, during the time of his or her employment, for any person, firm or corporation for compensation other than the compensation provided for the performance of his or her official duties, if by the performance of the service he or she attempts to influence the decision of the agency of the state or political subdivision in which he or she is a member;
8. Perform for one year after termination of his or her employment any service for compensation for any person, firm or corporation to influence the decision or action of the agency with which he or she served as a member; provided, however, that he or she may, after termination of his or her office or employment, perform such service for consideration in any adversary proceeding or in the preparation or filing of any public document or conference thereon unless he or she participated directly in that matter or in the receipt or analysis of that document while he or she was serving as a member.
9. Knowingly perform any service for, or sell, rent or lease any property to any person, firm or corporation which has participated in any proceeding in which the member adopted, participated in the adoption or voted on the adoption of any rate or the granting or revocation of any license during the preceding year and received

therefor in excess of five hundred dollars per transaction or one thousand five hundred dollars per annum except on transactions pursuant to an award on contract let or of sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received.

E. *Board's Quasi-Judicial Functions.*

1. No member of the Board serving in a quasi-judicial capacity shall participate in such capacity in any proceeding in which the person knows that a party is any of the following: the person or the person's great-grandparent, grandparent, parent, stepparent, guardian, foster parent, spouse, former spouse, child, stepchild, foster child, ward, niece, nephew, brother, sister, uncle, aunt, or cousin.
2. No provision in the section shall be construed to prohibit any member of the Board from entering an order disqualifying himself or herself or transferring the matter to another court, body, or person for further proceedings.

Section 3 - Disclosure Reports. Each member of the Board, the Police Chief, the chief purchasing officer, the general counsel to the Board, and any other individuals required by the Financial Disclosure Statutes to make financial disclosures shall disclose the following information by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487, if any such transactions occurred during the previous calendar year:

- A. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the Board and/or the SLMPD, other than compensation received as an employee or payment of any tax, fee or penalty due to the Board and/or the SLMPD, and other than transfers for no consideration to the Board and/or the SLMPD.
- B. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the Board and/or the SLMPD, other than payment of any tax, fee or penalty due to the Board and/or the SLMPD or transactions involving payment for providing utility service to the Board and/or the SLMPD, and other than transfers for no consideration to the Board and/or the SLMPD.
- C. Each member of the Board, the Police Chief, the chief purchasing officer, the general counsel to the Board, and any other individuals required by the Financial Disclosure Statutes to make financial disclosures shall disclose by May 1, or the appropriate deadline as referenced in R.S.Mo. § 105.487, the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
2. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
3. The name and address of any other source not reported pursuant to subdivisions (1) and (2) and subdivisions (4) to (9) of this subsection from which such person received one thousand dollars or more of income during the year covered by the statement, including, but not limited to, any income otherwise required to be reported on any tax return such person is required by law to file; except that only the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system need be reported pursuant to this subdivision;
4. The location by county, the subclassification for property tax assessment purposes, the approximate size and a description of the major improvements and use for each parcel of real property in the state, other than the individual's personal residence, having a fair market value of ten thousand dollars or more in which such person held a vested interest including a leasehold for a term of ten years or longer, and, if the property was transferred during the year covered by the statement, the name and address of the persons furnishing or receiving consideration for such transfer;
5. The name and address of each entity in which such person owned stock, bonds or other equity interest with a value in excess of ten thousand dollars; except that, if the entity is a corporation listed on a regulated stock exchange, only the name of the corporation need be listed; and provided that any member of any board or commission of the state or any political subdivision who does not receive any compensation for his or her services to the state or political subdivision other than reimbursement for his or her actual expenses or a per diem allowance as prescribed by law for each day of such service need not report interests in publicly traded corporations or limited partnerships which are listed on a regulated stock exchange or automated quotation system pursuant to this subdivision; and provided further that the provisions of this subdivision shall not require reporting of any interest in

any qualified plan or annuity pursuant to the Employees' Retirement Income Security Act;

6. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver;
7. The name and address of each not-for-profit corporation and each association, organization, or union, whether incorporated or not, except not-for-profit corporations formed to provide church services, fraternal organizations or service clubs from which the officer or employee draws no remuneration, in which such person was an officer, director, employee or trustee at any time during the year covered by the statement, and for each such organization, a general description of the nature and purpose of the organization;
8. The name and address of each source from which such person received a gift or gifts, or honorarium or honoraria in excess of two hundred dollars in value per source during the year covered by the statement other than gifts from persons within the third degree of consanguinity or affinity of the person filing the financial interest statement. For the purposes of this section, a "gift" shall not be construed to mean political contributions otherwise required to be reported by law or hospitality such as food, beverages or admissions to social, art, or sporting events or the like, or informational material. For the purposes of this section, a "gift" shall include gifts to or by creditors of the individual for the purpose of cancelling, reducing or otherwise forgiving the indebtedness of the individual to that creditor;
9. The lodging and travel expenses provided by any third person for expenses incurred outside the state of Missouri whether by gift or in relation to the duties of office of such official, except that such statement shall not include travel or lodging expenses:
 - a. Paid in the ordinary course of business for businesses described in subdivisions (1), (2), (5) and (6) of this subsection which are related to the duties of office of such official; or
 - b. For which the official may be reimbursed as provided by law; or
 - c. Paid by persons related by the third degree of consanguinity or affinity to the person filing the statement; or
 - d. Expenses which are reported by the campaign committee or candidate committee of the person filing the statement pursuant to the provisions of R.S.Mo. chapter 130; or
 - e. Paid for purely personal purposes which are not related to the person's official duties by a third person who is not a lobbyist, a lobbyist principal or member, or officer or director of a member, of any association or entity

which employs a lobbyist. The statement shall include the name and address of such person who paid the expenses, the date such expenses were incurred, the amount incurred, the location of the travel and lodging, and the nature of the services rendered or reason for the expenses;

10. The assets in any revocable trust of which the individual is the settlor if such assets would otherwise be required to be reported under this section;

11. The name, position and relationship of any relative within the first degree of consanguinity or affinity to any other person who:

a. Is employed by the state of Missouri, by a political subdivision of the state or special district, as defined in section 115.013, of the state of Missouri;

b. Is a lobbyist; or

c. Is a fee agent of the department of revenue; and,

12. The name and address of each campaign committee, political committee, candidate committee, or continuing committee for which such person or any corporation listed on such person's financial interest statement received payment.

D. For the purposes of subdivisions (1), (2) and (3) of subsection C of this section, an individual shall be deemed to have received a salary from his or her employer or income from any source at the time when he or she shall receive a negotiable instrument whether or not payable at a later date and at the time when under the practice of his or her employer or the terms of an agreement he or she has earned or is entitled to anything of actual value whether or not delivery of the value is deferred or right to it has vested. The term income as used in this section shall have the same meaning as provided in the Internal Revenue Code of 1986, and amendments thereto, as the same may be or becomes effective, at any time or from time to time for the taxable year, provided that income shall not be considered received or earned for purposes of this section from a partnership or sole proprietorship until such income is converted from business to personal use.

Section 4 – Filing of Reports.

A. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any individual required to file a financial interest statement may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
- B. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the Missouri Ethics Commission.

RESOLUTION TO ADOPT A TITLE VI POLICY
ST. LOUIS BOARD OF POLICE COMMISSIONERS
Resolution No. 2025-09

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 is a subrecipient of the Missouri Department of Transportation (MODOT) for the Motor Carrier Safety Assistance Program (MCSAP); and

WHEREAS, the Board is required to have a written policy in compliance with 49 C.F.R. part 21 and 49 C.F.R. part 303 as part of its participation in the MCSAP; and

WHEREAS, the Board is committed to nondiscrimination compliance, on the grounds of race, color, national origin, sex, age, or disability as provided by the Title VI of the Civil Rights Act of 1964, Federal-Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1990; and

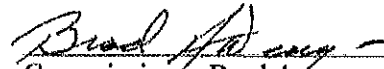
WHEREAS, the Board desires to adopt the Title VI Policy, attached hereto as Exhibit A.

BE IT RESOLVED: That the Board adopts the Title VI Policy attached hereto and incorporated herein as Exhibit A; and

BE IT FURTHER RESOLVED: That a copy of the Title VI Policy shall be open for public inspection.

[Remainder of page intentionally left blank.]

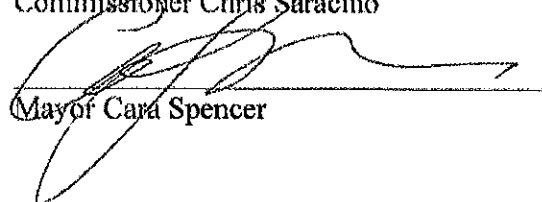
IN WITNESS WHEREOF, the undersigned Commissioners have executed this Resolution effective this 6th day of August, 2025.


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**

**St. Louis Board of
Police Commissioners**

**FMCSA Title VI Program
Compliance Plan**

August 2025

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Attachment 1	TITLE VI COMPLAINT FORM
Attachment 2	Website Notification to Public/Beneficiaries/Participants of Title VI Policy/Plan
Attachment 3	Notification to Public/Beneficiaries/Participants of Title VI Policy/Plan Posted in Public Area of Police Headquarters and Area Stations

Policy Statement

The St. Louis Board of Police Commissioners is committed to comply with 49 C.F.R. part 21 and 49 C.F.R. part 303 and assures nondiscrimination compliance, on the grounds of race, color, national origin, sex, age, or disability as provided by the Title VI of the Civil Rights Act of 1964, Federal-Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1990.

As referenced in the Title VI Program Assurances, no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any St. Louis Board of Police Commissioners program or activity. Efforts will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The St. Louis Board of Police Commissioners has delegated the authority to administer and monitor the Title VI Program as promulgated under Title VI of the Civil Rights Act of 1964 and any subsequent legislation to the Internal Affairs Division which has been assigned a person to serve as the Title VI Program Coordinator.

For the St. Louis Board of Police Commissioners

Date

FMCSA Title VI Program Assurances

Section 21.7(a) of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A., Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, requires that all applications for Federal financial assistance from the Department of Transportation must contain Title VI Assurances. This order requires the Office of the Secretary and each operating administration to secure from applicants and recipients of Federal financial assistance the following Standard DOT Title VI Assurances.

The St. Louis Board of Police Commissioners is a subrecipient of the Missouri Department of Transportation (MODOT) for the Motor Carrier Safety Assistance Program (MCSAP). Although the Specific Assurances and appendices are included herein without modification, this was done for the purpose of keeping the U.S. DOT form intact, and with the understanding that the St. Louis Board of Police Commissioners, commitment herein is to take reasonable measures toward compliance and only as to statutes and authorities that are otherwise applicable to it and its facilities and operations, and provided further that Specific Assurances Nos. 4, 5, 6, 7, and 8 are not applicable to the St. Louis Board of Police Commissioners, and Appendixes B, C, and D are not applicable to MCSAP or its subrecipients.

The United States Department of Transportation

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The St. Louis Board of Police Commissioners, (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Motor Carrier Safety Administration (FMCSA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 *et seq.*), (prohibits discrimination on the basis of sex in education programs or activities);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 49 C.F.R. Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. Part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 C.F.R. Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 49 C.F.R. Part 303 (FMCSA’s Title VI/Nondiscrimination Regulation);
- 28 C.F.R. Part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*); and
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FMCSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FMCSA Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in 49 C.F.R. Part 21.23 (b) and 21.23 (e), including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FMCSA Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The St. Louis Board of Police Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, age, or disability in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States reserves the right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the St. Louis Board of Police Commissioners, also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FMCSA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FMCSA**. You must keep records, reports, and submit the material for review upon request to **FMCSA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other

reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The St. Louis Board of Police Commissioners gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **FMCSA Program**. This ASSURANCE is binding on the State of Missouri, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the **FMCSA Program**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

St. Louis Board of Police Commissioners

by _____
(An authorized representative)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of **Federal Motor Carrier Safety Administration (FMCSA) Program**, and the policies and procedures prescribed by the FMCSA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit “A” attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Recipient) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (**Title of Recipient**) pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, or disability will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, (**Title of Recipient**) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (**Title of Recipient**) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (**Title of Recipient**) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by (**Title of Recipient**) pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, national origin, sex, age, or disability will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin, sex, age, or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (**Title of Recipient**) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (**Title of Recipient**) will there upon revert to and vest in and become the absolute property of (**Title of Recipient**) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d *et seq.*), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.*, including any amendments thereto, and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 *et seq.*) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) (“...which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

Description of Federal-Aid Program

The St. Louis Board of Police Commissioners is a subrecipient of the Missouri Department of Transportation (MoDOT) for the Motor Carrier Safety Assistance Program (MCSAP). The MCSAP funding is awarded to MoDOT by the U.S. Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA).

The mission of MCSAP is to reduce crashes, injuries, and fatalities involving large trucks and buses. The St. Louis Board of Police Commissioners utilizes the MCSAP funding to conduct roadside inspections, traffic enforcement, and public education and outreach.

An inspection program contributes to the reduction of crashes by stopping unsafe vehicles and drivers and by increasing compliance with FMCSA and/or State regulations.

Traffic enforcement contributes to the reduction of crashes by stopping illegal or unsafe driver behavior, such as speeding, distracted driving, driving under the influence, or following too closely. Highly visible traffic enforcement activities, especially in areas identified as high-risk crash corridors, have proven to deter unsafe driver behavior.

Public education and outreach programs contribute to the reduction of crashes by increasing the safety awareness to the motoring public, motor carriers, and drivers through activities such as safety talks, safety demonstrations, and creation of materials that highlight safe driving and consumer awareness.

Notification to Beneficiaries/Participants

49 C.F.R. § 21.9(d) requires recipients (and subrecipients) of federal funds to provide information to the public regarding the recipient's (and subrecipient's) obligations under the U.S. DOT Title VI regulation and apprise members of the public of the protections against discrimination afforded to them under the Title VI Program.

In compliance with 49 C.F.R. § 21.9(d), the St. Louis Board of Police Commissioners notifies the public (beneficiaries/participants) by posting on its Website (<https://slmpd.org/civilrights/>), and with a physical poster in public areas of Police Headquarters and each of the three Area Patrol Stations materials set forth in this Plan in the Section titled "Complaint Disposition Process" and attached as Appendix 1 (Title VI Complaint Form) and Appendix 2 (Notification to Public/Beneficiaries/Participants of Title VI Policy/Plan). A copy of the physical poster containing the Notification to Beneficiaries/Participants is attached as Appendix 3.

Subrecipient Compliance Reports

The St. Louis Board of Police Commissioners is a subrecipient of the Missouri Department of Transportation (MoDOT) for the Motor Carrier Safety Assistance Program (MCSAP). The St. Louis Board of Police Commissioners does not intend to and is not currently sub-awarding the MCSAP funding to another entity. Therefore, this section does not apply.

Training

To ensure its employees understand the Title VI Program obligations, the St. Louis Board of Police Commissioners emails to all personnel on an annual basis and requires their review via the PASS System materials set forth in this Plan in the Section titled “Complaint Disposition Process” and attached as Appendix 1 (Title VI Complaint Form) and Appendix 2 (Notification to Public/Beneficiaries/Participants of Title VI Policy/Plan). All affected personnel also receive through the PASS System for review and acknowledgement, FMCSA Enforcement Memorandum MC-SEE-2025-0001, and enforcement officers will review the model PowerPoint presentation: Safety Inspections and Compliance Reviews: Intersection with the Title VI Program.

Access to Records

All records relating to the effective implementation of Title VI program requirements are available for review by the Missouri Department of Transportation (MoDOT) and the FMCSA upon written request. The St. Louis Board of Police Commissioners will provide, during normal business hours, any Title VI Program-related documentation as requested by MoDOT and the FMCSA.

Complaint Disposition Process

In accordance with 49 C.F.R. part 21, any person who believes that he/she has been excluded from participation in or denied the benefits or services of any program or activity administered by the St. Louis Board of Police Commissioners on the basis of race, color, national origin, sex, disability, or age may file a complaint of discrimination under the Title VI Program.

I. Procedure for Filing a Title VI Complaint

Filing a Title VI Complaint

The complaint procedures apply to the beneficiaries of the St. Louis Board of Police Commissioners programs, activities, and services.

- A. RIGHT TO FILE A COMPLAINT:** Any person who believes they have been discriminated against on the basis of race, color, national origin, sex, disability, or age by St. Louis Board of Police Commissioners may file a Title VI complaint by completing and submitting the agency's **Title VI Complaint Form**.

Title VI complaints must be received in writing within 180 days of the alleged discriminatory complaint.

- B. HOW TO FILE A COMPLAINT:** Information on how to file a Title VI complaint is posted on our agency's website, and in public areas of our agency.

You may download the St. Louis Board of Police Commissioners Title VI Complaint Form at <https://slmpd.org/civilrights/>, or request a copy by writing to Title VI Coordinator, St. Louis Metropolitan Police Department, 1915 Olive Street, Room 773, St. Louis, MO 63103.

Information on how to file a Title VI complaint may also be obtained by calling at 314-444-5611.

You may file a signed, dated complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address and telephone number.
- Specific, detailed information (how, why and when) about the alleged act of discrimination.
- Any other relevant information, including the names of any persons, if known, the agency should contact for clarity of the allegations.

Please submit your complaint form to Title VI Coordinator, St. Louis Metropolitan Police Department, 1915 Olive Street, Room 773, St. Louis, MO 63103 or via email at LegalMailBox@slmpd.org

C. COMPLAINT ACCEPTANCE: St. Louis Board of Police Commissioners, Internal Affairs Division, will process complaints that are complete.

Once the Title VI Coordinator determines that a completed Title VI Complaint Form is received, the Internal Affairs Division of the St. Louis Metropolitan Police Department or its designee will review it to determine if the St. Louis Board of Police Commissioners, has jurisdiction. The complainant will receive an acknowledgement letter from the Title VI Coordinator informing them whether or not the complaint will be investigated by the St. Louis Metropolitan Police Department.

D. INVESTIGATIONS: The St. Louis Board of Police Commissioners will generally complete an investigation within 90 days from receipt of a completed complaint form. If more information is needed to resolve the case, the St. Louis Board of Police Commissioners may contact the complainant. Unless a longer period is specified by the St. Louis Board of Police Commissioners, the complainant will have ten (10) days from the date of the letter to send requested information to the Title VI investigator assigned to the case.

If the requested information is not received within that timeframe the case will be closed. Also, a case can be administratively closed if the complainant no longer wishes to pursue the case.

E. LETTERS OF CLOSURE OR FINDING: After the Title VI investigator reviews the complaint, the Title VI Program Coordinator will issue one of two letters to the complainant: a closure letter or letter of finding (LOF).

- **A closure letter** summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

- **A Letter of Finding (LOF)** summarizes the findings of a Title VI violation and provides an explanation of the corrective action taken.

If the complainant disagrees with the St. Louis Board of Police Commissioners' determination, the complainant may request reconsideration by submitting the request in writing to the Title VI investigator within seven (7) days after the date of the letter of closure or letter of finding, stating with specificity the basis for the reconsideration. The Title VI Program Coordinator will notify the complainant of the decision either to accept or reject the request for reconsideration within ten (10) days. In cases where reconsideration is granted, the St. Louis Board of Police Commissioners will issue a determination letter to the complainant upon completion of the reconsideration review.

A person may also file a complaint directly with the Federal Transit Administration, at the FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, contact Title VI Program Coordinator.

**II. Monitoring Title VI Complaints, Investigations, Lawsuits
and Documenting Evidence of Agency Staff Title VI Training**

A. Documenting Title VI Complaints/Investigations

All Title VI complaints will be entered and tracked in the St. Louis Board of Police Commissioners complaint log. Active investigations will be monitored for timely response on the part of all parties. The agency's Title VI Coordinator shall maintain the log.

Agency Title VI Complaint Log

Date complaint filed	Complainant	Basis of complaint R-C-NO	Summary of allegation	Pending status of complaint	Actions taken	Closure Letter (CL)	Letter of Finding (LOF)	Date of CL or LOF

B. Documenting Evidence of Agency Staff Title VI Training

All Employees of St. Louis Board of Police Commissioners staff are given Title VI training on an annual basis through the PASS system and will be able answer affirmatively to all the following questions:

1. Are new employees made aware of Title VI responsibilities pertaining to their specific duties?
2. Is Title VI information provided to all employees and program applicants?
3. Is Title VI information prominently displayed in the agency and on any program materials distributed, as necessary?

Status of Corrective Actions from Title VI Program Compliance Review

The St. Louis Board of Police Commissioners has not received a Title VI Program compliance review from FMCSA or any other state, local, or federal agency within the last five years.

Therefore, this section does not apply.

Community Participation Process

The mission of MCSAP is to reduce crashes, injuries, and fatalities involving large trucks and buses. The St. Louis Board of Police Commissioners utilizes the MCSAP funding to conduct roadside inspections, traffic enforcement, and public education and outreach. The funding is not used to assist with motorist licensure/motor vehicle registration-related services/activities (including knowledge tests, skills tests, etc.) Therefore, this section does not apply.

CMV Inspection Selection & Unbiased Enforcement Policy

The St. Louis Board of Police Commissioners utilizes MCSAP funding to conduct roadside inspections (and other MCSAP eligible activities). The following guidance has been adopted as it pertains to the selection of vehicles to inspect:

1. Without limiting enforcement personnel's lawfully executed discretion to conduct random inspections, priority for inspections will be given to those situations where there is an observed violation of law or safety regulations, violations related to the driver or the vehicle including equipment, size/weight violations, or load violations.
2. When available, qualified personnel will consistently use standardized electronic vehicle screening systems. Those carriers that are either poorly rated or have insufficient data will take priority in the inspection selection.
3. Vehicles displaying a valid CVSA decal will generally not be subject to re-inspection unless an equipment or driver violation is observed or suspected.
4. Qualified personnel shall not interrupt or otherwise disturb any driver of a CMV in an off duty or sleeper berth status when the CMV is legally parked for the sole purpose of conducting a random inspection.
5. Qualified personnel will follow all of CVSA's operational policies, specifically Operational Policy #13, and all its future revisions regarding selecting vehicles for inspections.

In addition, the following guidance has been adopted as it pertains to unbiased enforcement:

SLMPD Special Order 1-04

PURPOSE: To provide information concerning bias-based profiling, the State racial profiling law, and procedures for providing vehicle stop information.

POLICY: The St. Louis Metropolitan Police Department will respect and protect the constitutional rights and dignity of all individuals during law enforcement contacts and/or enforcement actions. In the absence of any specific information, the race, ethnicity, age, gender, gender identity, national origin, sexual orientation, religion,

economic status, or cultural group of any person will not be a consideration for traffic contacts, field contacts, investigations, detention, interdiction, asset seizure, forfeiture efforts or other disparate treatment of any individual by any member of the Department.
(1.2.9.a)

A. DEFINITIONS

1. Bias-Based Profiling – Is the detention, interdiction, or other disparate treatment of an individual on the basis of their race, ethnicity, age, gender, gender identity, national origin, sexual orientation, religion, economic status or cultural group.

2. Racial Profiling – Racial Profiling is a form of bias-based profiling. More specifically, it is the detention, interdiction, or other disparate treatment of an individual on the basis of their race.

SLMPD Special Order 7-01

UNIFORM ENFORCEMENT PROCEDURES (61.1.2) (61.1.5)

The role of the Officer is to observe and deter traffic violations. When violations occur, the Officer will take the appropriate enforcement action. Department policies will not be written or enforced in a manner to supplant an Officer's discretion, based on his/her training, experience and professional judgment. All Officers will take proper enforcement action for each traffic violation observed or reported to them. All enforcement actions will be accomplished in a firm, fair, impartial and courteous manner.

Directive of Chief of Police

The St. Louis Metropolitan Police Department complies with the Title VI of the Civil Rights of 1964 and related nondiscrimination authorities as identified in the FMCSA Title VI Program Assurances included in this Plan.

The St. Louis Board of Police Commissioners has adopted a Public Notice of Title VI Program Rights as identified in the Notification to Beneficiaries/Participants section of the Plan.

Complaints filed by members of the Public (including drivers) are disposed of in accordance with the Complaint Disposition Process section of this Plan.

The St. Louis Board of Police Commissioners will provide Title VI Program training for personnel as identified in the Training section of this Plan.

The St. Louis Board of Police Commissioners will ensure all programs and activities are operated in a non-discriminatory manner. The following methods will be used to monitor the effective implementation of the agency's unbiased enforcement policy:

- The Title VI Coordinator will review any Title VI complaints or allegations, identify any disparities or patterns of biased enforcement, and recommend appropriate training and/or action in the event discriminatory action is displayed.
- Concerns raised by the citizens of Missouri and the Missouri legislature regarding allegations of bias in traffic enforcement prompted the passage of SB 1053 (2000). SB 1053 created Section 590.650 RSMo, which became effective August 28, 2000. This statute created the Vehicle Stops Report and required the Missouri Attorney General's Office to collect and report on traffic stops conducted by law enforcement officers across the state of Missouri. In the event disparity or a pattern of biased enforcement appears during this statistical analysis, the St. Louis Board of Police Commissioners would have information to address it with the officer(s).
- The DataQ process allows users to request a review of data on an inspection report. These requests can identify inspection practices in response to which an officer would benefit from redirection or reacquaintance with relevant rules and regulations. The MCSAP supervisor is involved in the DataQ process and may use those reviews as a tool to monitor unbiased enforcement.

Under current policy, body worn cameras have limited use as a tool to promote unbiased enforcement. Body-worn camera policy prohibits a supervisor from accessing the recordings without a legitimate law enforcement purpose. The purposes are defined in Special Order 5-33 “Body Worn Cameras and In-Car Camera System,” The MCSAP supervisor is prohibited from reviewing BWC/ICC recordings for the sole purpose of searching for violations of Department policy not related to a specific complaint or incident.

As Authorized by the St. Louis Board of Police Commissioners, I agree with the guidance provided above:

**An authorized representative of the St. Louis Board
of Police Commissioners**

Date

Attachment 1

TITLE VI COMPLAINT FORM

“No person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

If you feel that you have been discriminated against, please provide the following information to assist us in processing your complaint. Should you require any assistance in completing this form or need information in alternate formats, please let us know.

Please mail or return this form to:
Title VI Program Coordinator/
St. Louis Board of Police Commissioners
1915 Olive Street, Room 773
Saint Louis, MO 63103
Or via email at
LegalMailBox@SLMPD.org

PLEASE PRINT

1. Complainant's Name:		
a. Address:		
b. City:	State:	Zip Code:
c. Telephone (include area code): Home () or Cell ()		Work
() -		() -
d. Electronic mail (e-mail) address:		
Do you prefer to be contacted by this e-mail address? () YES () NO		
2. Accessible Format of Form Needed? () YES specify: () NO		
3. Are you filing this complaint on your own behalf? () YES If YES, please go to question 7. () NO If no, please go to question 4		
4. If you answered NO to question 3 above, please provide your name and address.		
a. Name of Person Filing Complaint:		
b. Address:		
c. City:	State:	Zip code:
d. Telephone (include area code): Home () or Cell ()		Work
() -		() -
e. Electronic mail (e-mail) address:		
Do you prefer to be contacted by this e-mail address? () YES () NO		
5. What is your relationship to the person for whom you are filing the complaint?		
6. Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. () YES, I have permission. () NO, I do not have permission.		
7. I believe that the discrimination I experienced was based on (check all that apply): () Race () Color () National Origin () Sex () Age () Disability () Other (please specify)		

continued
TITLE VI COMPLAINT FORM – PAGE 2

8. Date of Alleged Discrimination (Month, Day, Year):
9. Where did the Alleged Discrimination take place?
10. Explain as clearly as possible what happened and why you believe that you were discriminated against. Describe all of the persons that were involved. Include the name and contact information of the person(s) who discriminated against you (if known). <i>Use the back of this form or separate pages if additional space is required.</i>
11. Please list any and all witnesses' names and phone numbers/contact information. <i>Use the back of this form or separate pages if additional space is required.</i>
12. What type of corrective action would you like to see taken?
13. Have you filed a complaint with any other Federal, State, or local agency, or with any Federal or State court? () YES If yes, check all that apply. () NO a. () Federal Agency (List agency's name) b. () Federal Court (Please provide location) c. () State Court d. () State Agency (Specify Agency) e. () Local Court (Specify Court and County) f. () Local Agency (Specify Agency)
14. If YES to question 13 above, please provide information about a contact person at the agency/court where the complaint was filed. Name: _____ Title: _____ Agency: _____ Telephone: () _____ - _____ Address: _____ City: _____ State: _____ Zip Code: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date is required:

Signature Date

If you completed Questions 4, 5 and 6, your signature and date is required:

Signature Date

Attachment 2

**Notification to Public/Beneficiaries/Participants
of Title VI Policy/Plan**

TITLE VI PROGRAM

It is the policy of the St. Louis Board of Police Commissioners and St. Louis Metropolitan Police Department (SLMPD) to uphold and assure full compliance with the requirements of Title VI of the Civil Rights Act of 1964 and other non-discrimination authorities.

Title VI and related non-discrimination authorities stipulate that no person in the United States of America shall on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

The Title VI Civil Rights Program includes a Complaint and Investigation process. For background on the Title VI program watch the video produced by the United States Department of Justice:

Understanding and Abiding by Title VI of the Civil Rights Act of 1964

lep.gov/video/understanding-and-abiding-title-vi-civil-rights-act-1964

For more information on the St. Louis Board of Police Commissioners, Title VI program, contact:

Title VI Coordinator
Police Headquarters
1915 Olive Street, Room 773
St. Louis, MO 63103

Or Via Email at LegalMailBox@slmpd.org

COMPLAINT INITIATION

Complaints must be filed within 180 days after the date of the occurrence.

Any person who believes he or she has been excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance based on race, color, national origin, sex, age, or disability, may file a complaint with the Title VI Coordinator, St. Louis Metropolitan Police Department, 1915 Olive Street, Room 773, St. Louis, MO 63103:

Complaints may be filed by email at LegalMailbox@slmpd.org. Or they may be sent by regular mail or in person at Police Headquarters, 1915 Olive Street, St. Louis, Room 773, MO 63103 or in person at any of the three Area Patrol Division Stations:

North Patrol Division

4014 Union
St. Louis, Mo 63115

South Patrol Division

3157 Sublette
St. Louis, MO 63139

Central Patrol Division

919 North Jefferson
St. Louis, Mo 63106

SLMPD Title VI Civil Rights Program Documents

Title VI Policy Statements

Title VI Assurances

Title VI Procedural Instruction

Notice to Public of Rights Under Title VI Information

Complaint Form (English)

Limited English Proficiency (LEP) Procedural Instruction (Coming soon)

Additional Resources

Missouri Department of Transportation Title VI:

<https://www.modot.org/title-vi>

U.S. Department of Transportation – Civil Rights <https://www.transportation.gov/civil-rights>

Attachment 3

**Notification to Public/Beneficiaries/Participants of Title VI Policy/Plan
Posted in Public Area of Police Headquarters and Area Stations**

TITLE VI CIVIL RIGHTS PROGRAM

St. Louis Board of Police Commissioners

It is the policy of the St. Louis Board of Police Commissioners to uphold and assure full compliance with the requirements of Title VI of the Civil Rights Act of 1964 and other non-discrimination authorities.

Title VI and related non-discrimination authorities stipulate that no person in the United States of America shall on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

Any person who believes he or she or they have been excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance based on race, color, national origin, sex, age, or disability, may file a complaint with Title VI Coordinator, St. Louis Metropolitan Police Department, 1915 Olive Street, Room 773, St. Louis, MO 63103:

Complaint Forms may be obtained and may be filed at any of the three Area Patrol Division Stations:

North Patrol Division
4014 Union
St. Louis, Mo 63115

South Patrol Division
3157 Sublette
St. Louis, MO 63139

Central Patrol Division
919 North Jefferson
St. Louis, Mo 63106

Complaint forms also may be obtained online at SLMPD.ORG at slmpd.org/civilrights/ and they also may be filed by email at LegalMailbox@slmpd.org,

Complaints must be filed within 180 days after the date of the occurrence.

RESOLUTION APPROVING CERTAIN AGREEMENTS
ST. LOUIS BOARD OF POLICE COMMISSIONERS
Resolution No. 2025-10

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 August 6, 2025 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

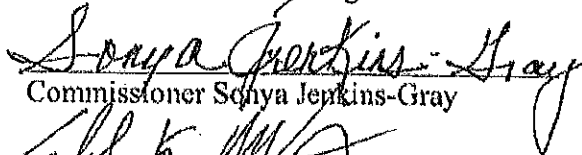
BE IT RESOLVED: The Agreements attached hereto and incorporated herein as Exhibit A are approved by the St. Louis Board of Police Commissioners; and

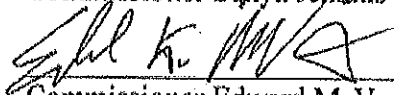
BE IT FURTHER RESOLVED: That the Chief of Police shall be authorized to execute the Agreements attached hereto and incorporated herein as Exhibit A.

[Remainder of page intentionally left blank.]

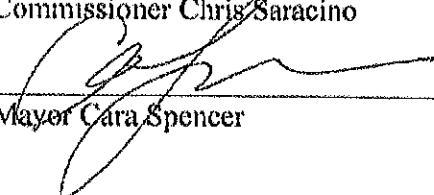
IN WITNESS WHEREOF, the undersigned Commissioners have executed this Resolution effective this 6th day of August, 2025.


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**

St. Louis Cardinals LLC/SLMPD Vehicle Use Agreement

This vehicle use agreement is made this 10th day of July 2025, between the St. Louis Cardinals, LLC (the "Cardinals") and the St. Louis Metropolitan Police Department (the "SLMPD"), under the following terms and conditions (the "Vehicle Use Agreement").

1. Scope of Services

During such times that the Cardinals are hosting events at or in the immediate vicinity of Busch Stadium, located at 700 Clark Avenue, Saint Louis, MO (the "Stadium") including, but not limited to, sporting events, concerts, festivals, fundraising, or any other event at which the Cardinals employ outside security services (each an "Event"), the Cardinals will employ off-duty commissioned police officers subject to a separate agreement between the Cardinals and SLMPD. In accordance with this Vehicle Use Agreement, the SLMPD will provide one (1) marked police vehicle solely for use by off-duty SLMPD commissioned police officers employed by the Cardinals limited to public safety and law enforcement purposes before, during, or after an Event. This vehicle shall be operated solely by on or off-duty SLMPD employees in conjunction with the Event.

2. Consideration for Services

In consideration of the above-described services, the Cardinals shall pay the SLMPD for the use of the marked police vehicle in the amount of **\$16.25 per hour used** as reimbursement for the miscellaneous SLMPD expenses, including, but not limited to, gasoline purchased and equipment depreciation. The SLMPD will be paid for a minimum of five (5) hours per Event.

3. Method of Payment

Monthly, the SLMPD shall submit a bill to the Cardinals for the actual number of hours that a marked police vehicle was provided for use in conjunction with an Event and in no situation shall the SLMPD submit a bill to the Cardinals for less than the number of Events, multiplied by the agreed to minimum five (5) hours per Event. The Cardinals shall compensate the SLMPD via check in the amount billed, in accordance with paragraph 2 of this Vehicle Use Agreement. Checks shall be made payable to: Saint Louis Metropolitan Police Department.

4. Nature of Agreement

This Vehicle Use Agreement does not create an employment relationship between the Cardinals and the SLMPD. This Vehicle Use Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Cardinals and the SLMPD or to impose any such obligation or liability upon either the Cardinals or the SLMPD. Neither the Cardinals nor the SLMPD 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.

5. Integration and Amendment

This Agreement comprises all terms by which the Cardinals accept the provision of a marked police vehicle for use by off-duty SLMPD commissioned police officers employed by the Cardinals provided herein. There are no promises, terms, conditions or obligations other than those contained herein.

6. Modification, Amendment, Cancellation and Termination

This Agreement may be modified or amended only by the mutual written consent executed by the agent of the Cardinals listed below and the St. Louis Board of Police Commissioners on behalf of the SLMPD.

This Agreement may be terminated by either party upon ten (10) days' prior written notice. Written notice shall be given by email delivery and posting of a letter by first-class mail to the contact listed below.

To SLMPD:

Lt. Colonel Ryan Cousins
1915 Olive Street
Saint Louis, MO 63103
rocousins@slmpd.org

With a copy to:

Christopher B. Graville
Legal Counsel to the St. Louis Board of Police Commissioners
13354 Manchester Road, Suite 200
St. Louis, MO 63131

To St. Louis Cardinals, LLC:

Michelle Spahn
Director, Security, Stadium Operations
700 Clark Avenue
Saint Louis, MO 63102

With a copy to:

Michael E. Whittle
Sr. Vice President and General Counsel
St. Louis Cardinals, LLC
700 Clark Avenue
Saint Louis, MO 63102

7. Indemnification and Hold Harmless

To the fullest extent permitted by applicable law, the Cardinals shall indemnify, defend and hold harmless the SLMPD, its 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 (a) any breach or alleged breach of this agreement by the Cardinals, or (b) the negligence or any other wrongful conduct of the Cardinals or any of its employees, subcontractors or agents while the equipment is in use in accordance with 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 SLMPD, its agents, officers and employees.

8. Control Over Personnel and Equipment

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

9. Use of Equipment and Facilities

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

10. Area of Services

Employed commissioned officers of the SLMPD may utilize the vehicle in and around Cardinals owned properties within the City of Saint Louis, but not outside of said areas.

11. Vehicle Storage and Maintenance

The Cardinals may store the vehicle, while not in use, on Busch Stadium property and in a secured location not accessible to the public upon request by SLMPD. The Cardinals will allow the SLMPD officers and employees access to the vehicle upon request when the vehicle is required for preventative maintenance.

12. Effective Date

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

13. 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 22nd Judicial Circuit of the State of Missouri. The provisions of this section shall survive the expiration or termination of this Contract.

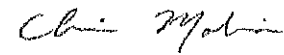
St. Louis Cardinals LLC

St. Louis Metropolitan Police Department

Chris Molina

Name

Name



Signature

Signature

7/30/2025

Date

Date

Memorandum

City Counselor's Office
Police Section
1915 Olive, Room 773
St. Louis, MO 63103
Phone: 314-444-5609
Fax: 314-444-5611

TO: Tim Sullivan, Budget and Finance

FROM: Travis Warren, Legal Division



RE: O'Fallon Firing Range Agreement

DATE: July 15, 2025

The attached agreement has been reviewed and approved as to form by the Legal Division. Please have it executed by the Police Chief. Thank you.



AGREEMENT FOR USE OF TRAINING FACILITIES

WHEREAS, THE Center for Advanced Skills Training in Law Enforcement ("the FACILITY") is an intergovernmental subdivision of the state of Missouri created by the cities of O'Fallon and St. Charles; and

WHEREAS, the FACILITY operates certain facilities at 2400 Highway 79, O'Fallon, Missouri 63366 for law enforcement training purposes including Smart Classrooms, Gymnasium, Virtual Reality Simulator, 200-Yard Firing Range, Tactical Training House, Tactical Training Field, K9 Training Field, K9 Kennels, K9 Agility Course, Physical Training Agility Course, Water Rescue Area, Breachers' Alley, Drone Training Area, Rappelling Tower, and an Emergency Vehicle Operations Course (EVOC) with Skid Pad, EVOC Watch Tower, and EVOC Maintenance Shop (hereinafter referred to as "Training Facilities"); and

WHEREAS, AGENCY, a public entity, desires permission for the non-exclusive use of said Training Facilities; and

WHEREAS, THE FACILITY is agreeable to said use of its Training Facilities and hereby grants permission for said use upon the terms and conditions herein and AGENCY agrees to the terms and conditions herein.

AGREEMENT

This Agreement is made and entered into effective as of the date last signed below ("Effective Date") by and between the Center for Advanced Skills Training in Law Enforcement, an intergovernmental subdivision of the state of Missouri formed pursuant to Chapter 70, RSMo. (hereinafter referred to as "the FACILITY") and

(hereinafter referred to as "AGENCY"). The FACILITY and AGENCY may also be referred to as PARTY or, collectively, PARTIES.

NOW, THEREFORE, in consideration for the use of the Training Facilities it is mutually agreed as follows:

Article I. GENERAL TERMS

Section 1.01 Description of Property. The Training Facilities subject to this Agreement is that property located at 2400 Highway 79, O'Fallon, Missouri 63366, and adjacent land and structures commonly known as follows: The Center for Advanced Skills Training in Law Enforcement ("Training Facilities"), which consists of the following amenities: Smart Classrooms, Gymnasium, Virtual Reality Simulator, 200-Yard Firing Range, Tactical Training House, Tactical Training Field, K9 Training Field, K9 Kennels, K9 Agility Course, Physical Training Agility Course, Water Rescue Area, Breachers' Alley, Drone Training Area, Rappelling Tower, and an Emergency Vehicle Operations Course (EVOC) with Skid Pad, EVOC Watch Tower, and EVOC Maintenance Shop.

Section 1.02 Purpose. AGENCY is hereby given a nonexclusive license to use the Training Facilities for meeting and training purposes only. This license is personal to AGENCY and shall not be assigned. Any attempt to assign the license shall automatically terminate it. No legal title or leasehold interest in the Training Facilities or premises is created or vested in AGENCY by the grant of this license.

Section 1.03 Authorization. AGENCY hereby warrants and certifies that its governing body has authorized AGENCY to enter into this Agreement with the FACILITY.

Article II. REQUIRED DOCUMENTATION

Section 2.01 Before AGENCY may use the Training Facilities, a fully authorized and executed Agreement is required, and must include the following attachments:

- (a) A copy of the authorization of AGENCY's governing body to enter into this Agreement, as provided by Section 6.17; and
- (b) [Reserved]
- (c) A copy of all Firearms/Rangemaster Instructor certifications, as provided by Section 6.09; and
- (d) A signed release (**Exhibit B**) from each member of AGENCY that will be using the Training Facilities, as provided by Section 6.05; and
- (e) Payment of applicable fees, as provided by Section 6.02.

Article III. TERM AND TERMINATION

Section 3.01 This initial Agreement is effective for one year or part thereof, from the date last signed below through December 31 of that year. This Agreement shall automatically be renewed for successive one-year periods unless either party gives written notice on or before December 1 of each year.

Section 3.02 This Agreement may be terminated by either PARTY hereto at any time, by giving thirty (30) days prior written notice to the other Party.

Section 3.03 In the event no funds are appropriated for this Agreement, either PARTY has the right in any given fiscal year to terminate this contract without penalties of any sort.

Section 3.04 THE FACILITY reserves the right to close the Training Facilities during times of emergency, when needed by the O'Fallon and/or St. Charles City Police Departments for their activities, for repair and maintenance, or in the event of non-appropriation of sufficient funds for its continued operation. If AGENCY's training reservations are cancelled, the AGENCY will have first priority to reschedule at a mutually agreeable date and time and/or receive a full refund for the cancelled dates.

Article IV. RESERVATIONS AND FEES

Section 4.01 Reservations for Facilities. AGENCY shall request in writing specific days and specific times for the use of specific Training Facilities at least ten (10) calendar days, if practicable, prior to the date of the requested use. It is understood that other contracting parties with The FACILITY may have a similar use of the Training Facilities, and reasonable accommodation of all such parties is the desired objective. AGENCY's use of amenities will be subject to availability.

Section 4.02 Request for facility usage shall be submitted via e-mail to as provided by Section 5.01.

Section 4.03 AGENCY will receive an invoice for the agreed-upon dates, times, and Training Facilities amenities and the applicable fees, as provided in Section 6.02, which shall be paid before the first use of the Training Facilities.

Article V. NOTICES

Section 5.01 Any notices required by this Agreement shall be provided as provided below, and which address either Party may amend from time to time upon written notice to the other Party:

For the FACILITY:
Facility Rangemaster

For the AGENCY:

Mailing Address to be Determined

sccrangemaster@ofallonmo.gov

Name/Position

Address

E-mail

Article VI. USE OF THE FACILITY

Section 6.01 The use of the Training Facilities is subject to the understanding that the amenity is/can be reserved only if not in use by The FACILITY or other similar contracting parties with THE FACILITY.

Section 6.02 Prior to using the Training Facilities, AGENCY must pay THE FACILITY the applicable fee designated in THE FACILITY's Master Fee Schedule then in effect. The current applicable fees are attached hereto as **Exhibit A**. THE FACILITY may adjust this fee at any time, upon 30 days' prior written notice. AGENCY shall make payment to THE FACILITY at the address for THE FACILITY set forth in Section 4.01 above.

Section 6.03 The use of the Training Facilities is subject to the understanding that all of the Training Facilities are made available on an "as is" condition.

Section 6.04 The AGENCY may make an appointment with THE FACILITY to inspect the Training Facilities prior to use. The AGENCY recognizes and accepts that the Training Facilities may not be suited for training or qualification of any kind and accepts the Training Facilities with all defects, latent or patent.

Section 6.05 All persons using the Training Facilities shall complete a "Release of Liability and Assumption of Risk" form, attached hereto as **Exhibit B**.

Section 6.06 In addition to the Master Fee Schedule, the AGENCY agrees that the FACILITY has established THE FACILITY Operations Manual ("Manual") as THE FACILITY may amend from time-to-time, prescribing procedures and conditions in reserving and utilizing the Training Facilities, a copy of which is attached and incorporated into this Agreement (including any future amendments) as if fully set forth herein. Such Manual is attached hereto as **Exhibit D**, and which may be modified unilaterally by the FACILITY upon thirty (30) days' written notice to AGENCY.

Section 6.07 Guest and Private Use. No private use of the Training Facilities is permitted, except as expressly provided for in the then-current MANUAL. Guests and non-AGENCY members or persons not expressly included with AGENCY's prescribed use of the Training Facilities, are not allowed to enter the Training Facilities without the prior express written consent of THE FACILITY's Administrator or designee who may in their sole discretion require the person to complete a THE FACILITY release form (depending upon the nature and purpose of the entry, the form may or may not be the form attached in **Exhibit B**). In any event, all such guests and non-AGENCY members or persons shall be the sole responsibility of AGENCY and subject to all THE FACILITY's rules, regulations and directions of its staff.

Section 6.08 The AGENCY will maintain the Training Facilities in a safe operative condition while in use by the AGENCY and will conduct adequate periodic inspections prior to and at the conclusion of each use to that end.

Section 6.09 All range firing will be under direct supervision of competent Rangemasters who have completed a government-approved firearms/rangemaster instructor course (e.g., POST). The AGENCY's use of the firing range must be conducted in compliance with the then-current Manual. A copy of all Firearms/Rangemaster Instructor certifications must be on file with THE FACILITY prior to the use of the firing range.

Section 6.10 Utilities (water and electricity) that are available without alteration or modification by THE FACILITY will be supplied without charge and the repair and maintenance of the Training Facility will be the responsibility of THE FACILITY.

Section 6.11 The AGENCY will contact the O'Fallon Police Department Dispatch at (636) 240-3200 whenever a unit enters the Training Facilities for a reserved period of use that is during non-business hours as set forth in the then current Manual. The AGENCY shall be responsible for ensuring that the entrance remains locked and secure at all times with alarm activated.

Section 6.12 Any improvements installed or provided by the AGENCY shall be submitted to THE FACILITY in writing and are subject to the written approval by THE FACILITY prior to the installation period. Approval by THE FACILITY is in THE FACILITY's sole and absolute discretion and may be withheld for any reason. Fixtures shall remain following termination or expiration of this Agreement.

Section 6.13 THE FACILITY, or its duly authorized representatives or agents, may enter upon said premises at any and all times during the term of this Agreement for the purpose of determining whether the AGENCY is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of THE FACILITY.

Section 6.14 The AGENCY shall supply its personnel with all equipment necessary to use the Training Facilities (e.g., targets, ammunition, weapons and other equipment necessary for any use of the firing range).

Section 6.15 After each use of the Training Facilities, the AGENCY's personnel shall leave the Training Facilities in the same or better condition as it was in before use including, but not limited to, removal of personal equipment belonging to the AGENCY, and shell casings and all other debris when using the firing range. If the Training Facilities are not adequately restored to the same condition it was in before use, THE FACILITY reserves the right to charge the AGENCY for the costs THE FACILITY incurs in restoring the Training Facilities to their prior condition including, without limitation, the storing of any such personal equipment. The AGENCY shall promptly pay for all charges upon receipt of written notice or invoice.

Section 6.16 The AGENCY shall not interfere with the use of the Training Facilities by other users.

Section 6.17 The AGENCY shall certify a copy of its authorization referenced in Section 1.03 above to the FACILITY.

Article VII. INDEMNIFICATION, RELEASE AND WAIVER

Section 7.01 To the fullest extent permitted by law, AGENCY shall indemnify, protect and hold harmless the FACILITY from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from AGENCY's use of the Training Facilities, or from injury to or death of persons, including the officers, agents, and employees of either Party herein, and including payment under any workmen's compensation law, or under any plan for employee's disability or death benefit (whether in contract, tort or strict liability, including but not limited to personal injury,

death at any time and property damage) incurred by THE FACILITY, the AGENCY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the AGENCY's use of the Training Facilities. The AGENCY's obligations under the preceding sentence shall apply regardless of whether THE FACILITY is negligent which may arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the AGENCY, its agents, servants or employees in using Training Facilities, including the firing range.

Section 7.02 To the extent permitted by law, the FACILITY shall indemnify, protect and hold harmless the AGENCY from and against the loss, claims, damage and/or expense arising out of any demand, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the FACILITY, its agents, servants or employees in performing its obligations under this Agreement.

Section 7.03 THE FACILITY shall not be liable for any damage to any property owned or leased by the AGENCY, or in the AGENCY's care, custody or control, or for any bodily injury or death to any person, arising or alleged to have arisen from the hidden, latent, or obvious defects in the premises, Training Facilities or equipment used.

Section 7.04 The AGENCY acknowledges that the Training Facilities and activities involving firearms, physical agility and contact, water rescue training, rappelling or climbing, K-9 training, and law enforcement specialized driver training have inherent dangers that no amount of care, caution, instruction or expertise can eliminate.

Section 7.05 The AGENCY, as a material part of the consideration to be rendered to THE FACILITY under this Agreement, waives all claims against THE FACILITY for damages to all the AGENCY's personal property in, on, or about the Training Facilities.

Section 7.06 THE FACILITY shall not be liable to the AGENCY for any damage by or from any act or negligence of any other user of the Training Facilities. The AGENCY agrees to pay for all damages to the Training Facilities, as well as all damage to other persons using the Training Facilities and to the property of those persons caused by the AGENCY's misuse or negligent use of the Training Facilities.

Section 7.07 Upon the tender by THE FACILITY to AGENCY, AGENCY shall be bound and obligated to assume the defense of THE FACILITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from THE FACILITY or any of its officers, officials, employees, agents, or volunteers.

Section 7.08 It is further understood and agreed by AGENCY that if THE FACILITY tenders a defense of a claim on behalf of THE FACILITY or any of its officers, officials, employees, agents, or volunteers and AGENCY fails, refuses or neglects to assume the defense thereof, THE FACILITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and AGENCY shall be bound and obligated to reimburse THE FACILITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

Section 7.09 The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Agreement. In addition, such obligations remain in force regardless of whether THE FACILITY provided approval for, or did not review or object to, any insurance AGENCY may have

procured in accordance with the insurance requirements set forth in this Agreement. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by THE FACILITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

Section 7.10 Nothing herein shall be construed as a waiver of any sovereign or any other immunity as to claims from any third party.

Section 7.11 This Article VI shall survive expiration or termination of this Agreement.

Article VIII. INSURANCE/SELF-INSURANCE

Section 8.01 St. Louis Metropolitan Police Department does not purchase commercial insurance but instead self-funds its claims coverage by annually appropriating funds to cover proper claims or actions against it that are not prohibited by sovereign immunity. In the event of litigation, Missouri law would determine applicable law, venue, and the payment of attorney's fees.

Section 8.02 The fact that insurance (including, without limitation, self-insurance) is obtained by the AGENCY shall not be deemed to release or diminish the liability of the AGENCY, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify THE FACILITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the AGENCY. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the AGENCY, its officials, principals, officers, agents, employees or invitees.

Article IX. ADDITIONAL TERMS

Section 9.01 Conformity with Law and Safety. The AGENCY shall observe and comply with and shall ensure that its personnel utilizing the Training Facilities observes and complies with, all applicable requirements contained in the then-current Manual (**Exhibit D**) and with all applicable laws, ordinances, codes and regulations of all governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over aspects of this Agreement. The use of the Training Facilities by the AGENCY shall be in accordance with the then-current Manual (**Exhibit D**) and these laws, ordinances, codes and regulations. The AGENCY shall hold THE FACILITY harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such Manual (**Exhibit D**), laws, ordinances, codes and regulations.

Section 9.02 Accidents. If a death, personal injury or property damage occurs in connection with the performance of this Agreement, the AGENCY shall immediately notify THE FACILITY Director, in person or by telephone. The AGENCY shall promptly submit to THE FACILITY a written report, in such form as may be required by THE FACILITY, of all accidents that occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) [reserved]; (3) a detailed description of accident and whether any of THE FACILITY's equipment, tools, material or staff were involved.

Section 9.03 Facility Property. The AGENCY shall promptly pay for or restore any damage to THE FACILITY property caused by the AGENCY and arising out of the performance of this Agreement, upon receipt of written notice or invoice. The AGENCY shall not use THE FACILITY premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

Section 9.04 Drug-Free Workplace. The AGENCY and the AGENCY's employees shall comply with THE FACILITY's policy of maintaining a drug-free workplace. Neither the AGENCY nor the AGENCY's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S.C. § 812, including marijuana, heroin, cocaine and amphetamines, at THE FACILITY, including the Training Facilities. If the AGENCY or any employee of the AGENCY is convicted or pleads nolo contendere to a criminal drug statute violation occurring at THE FACILITY or work site, the AGENCY within 5 days thereafter shall notify THE FACILITY in writing. Violation of this provision shall constitute a material breach of this Agreement.

Section 9.05 Non-discrimination. The AGENCY assures that it will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans With Disabilities Act of 1990, The Americans With Disabilities Act of 1990 and that no person shall, on the grounds of race, creed, color disability, sex or national origin, age, religion, sexual orientation, veteran's status, political affiliation, or any other non-merit factors be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Agreement.

Section 9.06 Binding. Subject to Section 8.07 below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Section 9.07 Assignment of Agreement. Nothing contained in this Agreement shall be construed to permit assignment or transfer by the AGENCY of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

Section 9.08 Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be a court of competent jurisdiction in St. Charles County, Missouri.

Section 9.09 Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

Section 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Section 9.11 Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 9.12 Attorney's Fees. To the extent permitted by law, if either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

Section 9.13 Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

Section 9.14 Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

Section 9.15 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Section 9.16 No Third-Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

Section 9.17 Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 9.18 Modification of Agreement. Except as expressly provided herein, this Agreement may be supplemented, amended or modified only by mutual agreement of the parties. Except as expressly provided herein, no supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

Section 9.19 Notices. Any written notice required or intended to be given to either party under the terms of this Agreement shall be deemed to be duly given if delivered personally, transmitted by e-mail followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth in this Agreement in Section 4.01 above. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

Section 9.20 Authority to Contract. By signing on the signature page below, the AGENCY's signatory warrants and represents that she/he executed this Agreement in his/her authorized capacity and by her/his signature on this Agreement, she/he or the entity upon behalf she/he acted, executed this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below, and THE FACILITY has hereunto caused its corporate name to be signed by the Chairperson of the Board of THE FACILITY who hereunto is duly authorized:

CENTER FOR ADVANCED SKILLS IN LAW
ENFORCEMENT ("FACILITY")

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

Attest:

Attest:

Signature

Signature

Printed Name

Printed Name

Title

Title

Attachments:

Exhibit A – Master Fee Schedule

Exhibit B – Release, Waiver, and Indemnity Agreement

Exhibit C - Insurance Requirements

Exhibit D – Manual



Exhibit A

Master Fee Schedule

All fees effective 03/06/2025 unless otherwise noted.

Range – 4 Hours	\$400.00
Range – 8 Hours	\$650.00
Range – 40 Hour Block PRN	\$3,000.00
Range – 3 Day Package	\$1800.00
Range – 5 Day Package	\$2,500.00
Instructor – per hour	\$50.00



Exhibit B

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in training at the Center for Advanced Skills Training in Law Enforcement including, without limitation, the following: classroom training, Firearms Range Programs, Weaponless Defense Tactics, Scenario Role Playing, Track & Field activities (including K-9 training), and Driving activities (the “Activity”) provided by and/or sponsored by the Center for Advanced Skills Training in Law Enforcement, an intergovernmental subdivision of the state of Missouri formed pursuant to Chapter 70, RSMo., (“the FACILITY”) at 2400 Highway 79, O’Fallon, Missouri 63366 (the “Premises”). In consideration of being permitted by THE FACILITY to enter the Premises and participate in the Activity and in recognition of THE FACILITY’s reliance hereon, I agree to all the terms and conditions set forth in this agreement (this “Release”).

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of THE FACILITY employees or others, including negligent emergency response or rescue operations of THE FACILITY. I understand that while THE FACILITY has implemented measures to reduce the risk of injury from the Activity, THE FACILITY cannot guarantee that I will not be injured while on the Premises or during my participation in the Activity and that being on the Premises. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE FACILITY OR OTHERWISE.

2. To the extent permitted by law, I hereby expressly waive and release any and all claims, now known or hereafter known, against THE FACILITY and its officers, directors, manager(s), employees, agents, affiliates, successors, and assigns (collectively, “Releasees”) on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of THE FACILITY or any Releasees or otherwise. I covenant not to make or bring any such claim against THE FACILITY or any other Releasee, and forever release and discharge THE FACILITY and all other Releasees from liability under such claims.

3. I confirm that I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity;. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity while on the Premises or participating in the Activity. I will also follow all instructions, recommendations, and cautions of THE FACILITY at all times. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity. I acknowledge that THE FACILITY is relying on these statements to allow me to participate in the Activity.

4. To the extent permitted by law, I shall defend, indemnify, and hold harmless THE FACILITY and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against THE FACILITY or any other Releasees, arising out of or

resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of THE FACILITY.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless THE FACILITY and all other Releasees from any claim based on such treatment or other medical services.

6. This Release constitutes the sole and entire agreement of THE FACILITY and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of THE FACILITY and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in St. Charles County, Missouri and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FACILITY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

Signed:

Printed Name:

Address:

Date:

Agency Name:

Rev. 02/2025



Exhibit C

INSURANCE REQUIREMENTS

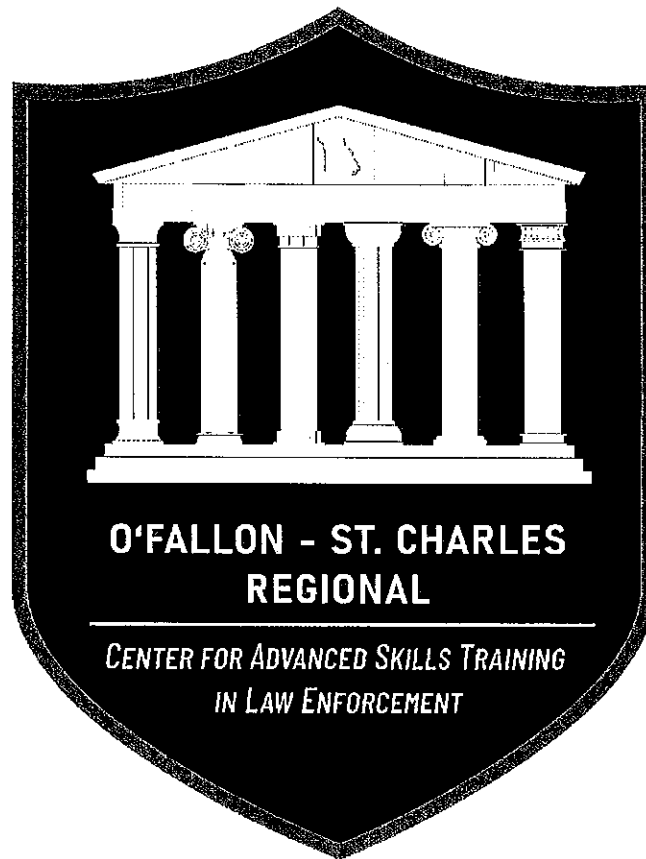
**Agreement for Use of Training Facilities between
The Center for Advanced Skills Training in Law Enforcement (The Facility)
and the St. Louis Metropolitan Police Department (Agency)**

St. Louis Metropolitan Police Department does not purchase commercial insurance but instead self-funds its claims coverage by annually appropriating funds to cover proper claims or actions against it that are not prohibited by sovereign immunity. In the event of litigation, Missouri law would determine applicable law, venue, and the payment of attorney's fees.



Center for Advanced Skills Training in Law Enforcement
2400 Highway 79, O'Fallon MO 63366

Exhibit D



Facility Procedures and Operations Manual

Center for Advanced Skills Training in Law Enforcement
2400 Highway 79, O'Fallon MO 63366

Rev. 02/2025

2.15 Firearms Range

The firearms range at the facility consists of one range, this range is capable of:

- Long-range firearms training to 200 yards
- Vehicle approach from 150 yards with target engagement from 50 yards
- 20-lane Flat Range from 50 yards to 0 yards
- Tactical Range with 180° field of fire from 25 yards to 5 yards (use of this amenity requires the supervision of the facility Range Master or designee)

The range is equipped with computer-controlled target systems. Access to and operation of the computer-controlled target systems is restricted to personnel who have received and successfully completed the required training and have been authorized to use the system. This target system shall only be operated by persons who have attended a proper orientation provided by facility staff. All range safety rules must be followed at all times.

2.16 Firearms Range Rules (Range Master/Instructor)

No person shall utilize the firearms range without first contacting facility staff. A Release of Liability and Assumption of Risk must be completed by all non-facility members who attend training, conduct range qualifications, assist in instruction or otherwise occupy the firearms range in any way.

In the event of a medical emergency, anyone in the immediate area shall promptly initiate a "cease fire" using verbal commands. Once the area is safe, immediate emergency medical attention shall be provided. Emergency Medical Services shall be called when necessary and, if possible, a person should be designated to standby the entrance of the facility to assist in guiding in emergency personnel. If facility staff is unaware of the incident, notification shall be made as soon as practical.

It is the responsibility of the Range Master/Firearms Instructor in charge of the group to verify that an appropriate emergency communication system is functional.

A Training Safety Preplan must be completed by the Range Master/Firearms Instructor in charge of the training and submitted to facility staff prior to course commencement. The safety of all personnel is paramount. Violations of range safety rules may result in disciplinary action, including but not limited to suspension of range privileges.

Only approved target backers will be allowed. Backers shall be of a corrugated plastic material and be a maximum thickness of 0.157 inches, unless otherwise approved by the facility Range Master or facility staff. Backers will be no larger than 24" wide X 40" high. The center of the backer will be cut out to leave a maximum border width of 5", except the top may be 10". Adhesive spray to bond paper targets together should be non-foaming and be similar in composition to 3M Super 77.

The **RANGE IN USE** indicator shall be turned on/displayed when the range is in use and/or occupied.

2.16.1 Use of steel targets on Range:

No person shall utilize steel targets on the range without first contacting facility staff.

- Prior approval and inspection from the facility Range Master or facility staff is required.

- Heavy-duty rubber floor protection mat of .50"x4'x4' shall be placed on the ground, on center of front on the target to protect the concrete surface from damage and to minimize any ricochets.

2.16.2 Firearms Range Rules (General Range Rules)

The following rules shall be followed by all persons who are present within the firearms range area:

- Persons within the firearms range area shall conduct themselves in a professional manner.
- Posted rules/instructions shall be obeyed. International Firearms Safety Rules are to always be followed.
- Firearms shall not be loaded or unloaded anywhere within the training facility except at the designated firearms loading/clearing station, or while on the firearms range shooting line, and only at the direction of an authorized Firearms Instructor.
- The **maximum caliber** allowed for firearms and ammunition is **7.62mm / .308**. Commercially available (standard ammunition) refers to ammunition that is commonly available for purchase at retail stores and is not considered high-powered or exotic ammunition. All firearms and ammunition brought onto the facilities grounds are subject to inspection by facility staff. Absolutely no tracer, steel core, or armor-piercing ammunition of any type is allowed. Only commercially available (standard ammunition) may be used.
- The use of firearms within the range area is prohibited without the direction of an authorized Firearms Instructor.
- Persons outside the range area may not un-holster, or otherwise have in hand any firearm that has not been properly unloaded.
- Firearms shall be cleaned only in designated cleaning areas. Prior to cleaning, all firearms shall be properly unloaded. All firearms shall be visually and physically inspected to ensure they are unloaded, including magazines. All semi-automatic pistols shall have the slide removed from the frame while on the firing line at the direction of a Firearms Instructor, prior to cleaning the weapon at the facility. **No ammunition is allowed in the cleaning area.**
- Persons on the range must:
 - Wear Ear Protection: Appropriate full cover ear protection is recommended; however soft foam ear plugs are acceptable.
 - Wear Eye Protection: "Shooters glasses," prescription eyewear, or sunglasses made of shatter proof material are acceptable.
 - Comply with their specific departmental policy (or rules of a private governing body or organization) regarding the usage of ballistic vests.
- **Red shirts** shall only be worn by authorized Range Masters/Firearms Instructors or facility staff. This will distinguish instructors and facility staff from students or other visitors.
- No person(s) shall be behind the bullet trap at any time unless they are performing approved maintenance, and the range has been cleared by facility staff.
- Nighttime range use shall only be conducted when a facility range master/instructor is present or with prior approval from facility staff. Normal range use hours are from 06:30 to 22:00.

- No vehicles shall be driven onto the range concrete without prior approval and inspection from the facility Range Master or staff.
- In addition to the facility's trauma/hemorrhage control kit, each training group must have a readily accessible trauma/hemorrhage control kit available. No person(s) shall utilize the range without immediate access to a trauma/hemorrhage control kit.
- Smoking or the use of smokeless tobacco is only permitted in designated areas.

No cardboard target backers are allowed. Corrugated plastic backers may be supplied by the facility.



July 30, 2025

St. Louis Metropolitan Police Department
1200 Clark Avenue
St. Louis, MO 63103

Aspire Consulting LLC ("Aspire") ("Consultant") appreciates the opportunity to work with St. Louis Metropolitan Police Department ("Client") on the PeopleSoft Support Project ("Project"). The purpose of this Letter of Understanding ("Agreement") is to document our arrangement for assisting with the Project and presents our understanding of the Project, Scope, Assumptions, Timing and Fees. It stands as a confirmation of the discussions that have taken place to date.

Our Understanding

The St. Louis Metropolitan Police Department and Aspire Consulting will partner to accomplish the task of supporting SLMPD's PeopleSoft 8.9 applications.

Project Scope and Assumptions

Scope:

- Aspire Consulting will provide resources to partner with the St. Louis Metropolitan Police Department for the purpose of supporting the PeopleSoft Human Capital Management applications.
- The Aspire consultant will perform tasks related to the Oracle Cloud implementation and support effort
- The Aspire consultant will also work on the following tasks in preparation to maintain access to historical data in PeopleSoft after the new system implementation:
 - Database upgrade
 - Server or hardware upgrades
 - Archiving

Assumptions:

- The current application release is 8.9.
- The following modules are currently in use:
 - Human Resources
 - Benefits Administration
 - Time and Labor
 - Payroll Interface
 - eBenefits
 - eDevelopment
 - ePerformance
 - eProfile
 - eProfile Manager
- This following functionality is not included:
 - Talent Acquisition/Candidate Gateway
 - Variable Compensation
 - Total Compensation
 - Succession Planning
 - Competency Management



- Pension Administration
 - FMLA Administration (in PeopleSoft)
 - COBRA Administration (in PeopleSoft)
-
- The St. Louis Metropolitan Police Department will provide stable and accessible development and test environments in current versions.
 - The development and test environments will be similar in performance and architecture to that of production.
 - Access to all current system and customization documentation will be made available to Aspire consultants.
 - The project team will have access to the PeopleSoft HCM system to meet stated project timelines. The St. Louis Metropolitan Police Department will allow Aspire consultants remote access. The remote access will be monitored and will be used for the sole purpose of the PeopleSoft support project. Remote access will require the Client's approval. All changes must be approved by The St. Louis Metropolitan Police Department.
 - All documentation relative to business processes will be made available to Aspire consultants. When necessary, The St. Louis Metropolitan Police Department will provide an analyst to assist Aspire with any issues related to business processes.
 - The St. Louis Metropolitan Police Department environments are expected to not have data corruption or missing data issues.
 - The St. Louis Metropolitan Police Department will provide experienced users to assist with system and integration testing.
 - Database administration (DBA) activities will be included as part of the system administration activities performed by Aspire Consulting.
 - Aspire will deliver the technical and functional documentation and conduct testing for various development, system interfaces and any system enhancements. Each phase of the project will require a sign-off from The St. Louis Metropolitan Police Department prior to moving to the next phase.
 - Aspire will provide a paper trail of all decisions and project implementation activities.
 - Any additional support requirements may be defined at a later date.
 - This project assumes no critical interruption in system access.
 - This work plan is based on the current representations of the client's personnel. Changes to these underlying representations can and will occur based on future events and circumstances. These changes may materially affect our estimate.



Change Requests:

- Any new customizations or functionality within modules that are not currently utilized by The St. Louis Metropolitan Police Department will need to go through a change request process.
- This process includes the completion of a change request form. The form includes a synopsis of the change, the business purpose and an estimate of work effort.
- Each change request must be approved by the appropriate project sponsors.
- Approved change requests are not part of the fixed project cost. Additional funding will be needed for change requests.

Timing and Fees:

Understanding the timeline necessary to meet our common goals, we are prepared to work with the client to meet these deadlines and expectations.

Our support and consulting fees for the Project will be billed assuming the following schedule.

Start Date – July 1, 2025

End Date – June 30, 2026

Fees - \$120 per hour

Total amount under this Statement of Work not to exceed \$270,400.00 or 2166 hours at \$120/hour.

We will submit our bill for services biweekly over the term of the Project. Payment for services is due Net 30 upon receipt of invoice.

Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. In the event of termination, Consultant shall be paid only for work satisfactorily completed.



ST. LOUIS METROPOLITAN POLICE DEPARTMENT

CONTRACT TERMS AND CONDITIONS

1. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the Client.
2. The Maximum Amount of this Contract shall be \$225,000.00 ("Maximum Amount"). Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.
 - 2.1. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the CLIENT's express prior written approval.
 - 2.2. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Dele Oredugba.
3. The Contractor shall have no claim against the Client for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract, except for the Client's obligations for services delivered. Should the Contractor receive any such payment it shall immediately notify the Client and shall immediately repay all such funds to the Client. Such termination or contract expiration shall not relieve the Client's obligation to pay all fees accrued or sums due and remaining unpaid for services ordered prior to termination. Payment by the Client for services rendered after expiration/termination of this Contract shall not constitute a waiver of the Client's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.
4. As a condition for the award of this contract or grant, Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit** (attached hereto as Exhibit A) and **provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also sign an affidavit (attached hereto as Exhibit 1) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.
5. **Compliance with Laws.** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines,



policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

6. **Service Contract Prevailing Wage.** Contractor shall comply with the Service Contract Minimum Prevailing Wage Ordinance (#62124) to the extent applicable, including the requirement of providing a bond to guarantee such compliance. Contractor warrants and represents that any service subcontract shall also pay any minimum prevailing wage and minimum prevailing benefits required by such ordinance and determined and published by the U.S. Secretary of Labor. Contractor shall keep full and accurate records demonstrating compliance with these requirements.
7. **Earnings Tax Requirements.** Every contract for services executed on behalf of the Client shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that the contractor has paid all Client earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.
 - 7.1. Every contract for services executed on behalf of the Client shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.
8. **Prohibition on Limitations of Liability Clauses.** Contractor is prohibited from including a limitation of liability clause in this Agreement, and no such clause will be enforced. Limitations of liability include, but shall not be limited to:
 - 8.1. Limitations, exclusions, or disclaimers of the Client's right to bring a breach of warranty or breach of contract claim under this Agreement.
 - 8.2. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach or warranty or breach of contract claim under this Agreement.
 - 8.3. Limitations, exclusions, or disclaimers on the Client's right to bring suit for losses, damages, injuries, costs, or expenses.
9. **Recordkeeping and Audit Requirements.** Contractor shall provide Client monthly written programmatic updates in the manner prescribed by the Police Commissioner or his designee. Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to Client and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by Client, Contractor shall allow Client to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of Client during normal business hours.
 - 9.1. Client reserves the right to audit Contractor's accounts relating to the contract at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following



ways: introduction of the appropriate documentation; resolution of the questioned cost by Contractor in a manner that is satisfactory to Client, or repayment of questioned costs to the Client.

10. **Public Records Law.** The parties to this Agreement acknowledge that the Client is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The Client will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the Client's rights, obligations, and exceptions under the Act, nor will the Client be held liable for any disclosure of records, including information that Client determines in its sole discretion is a public record subject to disclosure under the Act.
 11. **Independent Contractor.** The Contractor is, and at all time hereunder, shall be and remain an independent contractor, and nothing herein shall be interpreted to mean that the Contractor or any of its employees or agents is an employee or agent of the St. Louis Metropolitan Police Department. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Client shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
 12. **Indemnification.** The Contractor will protect, defend, and hold the Client, and its Board of Police Commissioners, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and the use or occupancy of the Client's premises and the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the Client. The Contractor will also use counsel reasonably acceptable to the attorney for the Board of Police Commissioners, or his/her designee, in carrying out its obligations hereunder. No alderman, director, commissioner, board member, officer, employee or other agent of the St. Louis Metropolitan Police Department shall be personally liable under or in connection with this Agreement. The Provisions of this section survive the expiration or early termination of this Agreement.
 13. **Insurance.** Contractor shall procure and maintain, at Contractor's expense, the following insurance coverage for the period of the contract:
 - a. General Liability Coverage insuring property damage and injury to persons of at least \$1,000,000.00 each occurrence/\$3,000,000.00 general aggregate;
 - b. Automobile/Motor Vehicle Coverage (including non-owned and hired vehicle coverage) of at least \$500,000 personal injury and \$500,000 property damage; or of at least \$1,000,000 combined limit; and
 - c. Worker's Compensation Insurance as required by the State of Missouri.
- 13.1. These amounts included above shall not be construed to limit the liability of the Contractor.
- 13.2. Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to the St. Louis Metropolitan Police Department prior to execution of this Contract. Insurance policies provided shall name "The St. Louis Metropolitan Police Department" as an Additional Insured to the policy and all policy coverage shall be primary and non-contributory. Certificates attesting to the coverage and naming the St. Louis Metropolitan Police Department as additional insured shall be mailed to:



Police Division
St. Louis Metropolitan Police Department
1200 Clark Avenue
St. Louis, MO 63103

- 13.3. Contractor's insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance - Financial Institutions & Professional Registration. In addition, the Insurance company must have a financial strength rating of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>).
- 13.4. Such liability insurance coverage must also extend to damage, destruction and injury to Client owned or leased property and Client personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The Client will have no liability for any premiums charged for such coverage, and the inclusion of the Client as an Additional Insured is not intended to, and does not make the Client a partner or joint-venture with Contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the Client when any policy issued to the Client provides duplicate or similar coverage and, in such circumstances, the Client's policy will be excess over Contractor's policy.
14. **Anti-Discrimination Against Israel Act.** As a condition of this Agreement, Contractor, shall, pursuant to the provisions of Section 34.600 of the Revised Statutes of Missouri, by sworn affidavit (attached here to as Exhibit B) affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
15. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the Circuit Court of the Client St. Louis. All Parties expressly consent to personal jurisdiction and venue in such Court for limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 15.1. It is understood and agreed by and between the St. Louis Metropolitan Police Department and the Contractor that the laws of the State of Missouri shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and govern the interpretation of this Agreement. In the event any term, clause, or provision herein contained is found invalid, inapplicable, or against public policy by a court of competent jurisdiction, the invalidity of any such term, clause, or provision, shall in no way affect any other valid term, clause, or provision of this Agreement or void this Agreement in its entirety.
16. **Termination.** This Agreement may be terminated by the Client for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination. This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the Contractor abandons this contract, it shall indemnify the Client against any loss caused by said abandonment.

17. **Non-Appropriation of Funds.** Notwithstanding any other provision to the contrary herein contained, the Client reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period. In the event funds are not appropriated by the Client for the purpose of making payment as required herein, this Contract shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to the Client whatsoever, except as to the extent of portions of the funds previously appropriated are otherwise available. The Client will immediately notify the Contractor of such non-appropriation occurrence. Non-appropriation shall not constitute a default hereunder.
18. **Amendments.** This Agreement may be amended only by mutual consent of the Parties, provided that before any amendment becomes operative, it shall be reduced to writing and signed by the Parties.
19. **Assignment.** This Agreement shall not be assignable by Contractor without the prior written consent of the Client. Consent of the Client shall be based on whether the best interests of the Client and the Client's residents would be served by the assignment, and may not be unreasonably withheld.
20. **Subcontracting.** Contractor may not sub-contract any portion of this Agreement without the written consent of the Client.
21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the Parties hereto.
22. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.
23. **Headings.** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.
24. **Counterparts.** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.
25. **Authority.** The undersigned representatives, by execution of this Agreement, hereby warrant and represent that they are qualified and have full right, power, and authority to execute and enter into this Agreement.



IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement as of the date first above written.

By: John Kovac
Aspire Consulting LLC

Date

By:
Title: Police Commissioner

Date

The St. Louis Metropolitan Police Department

CONTRACT

Form HS-1

Revision Reason: Other

Version: 3

07/30/2025

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: MCSAP FY 2024
Project Number: 25-CMV-MC-002
Project Category: MCSAP
Program Area: MCSAP CMV

Funding Source: MCSAP / 20.218

Name of Grantee
St. Louis Metropolitan Police Dept.

Type of Project: Initial

Grantee County
City of St. Louis

Started: 07/01/2025

Grantee Address
1915 Olive St., Room 764

Federal Funds Benefiting

State: _____
Local: _____ \$981,400.83
Total: _____ \$981,400.83

St. Louis City, MO 63103-1625

Source of Funds

Federal: _____ \$981,400.83
State: _____
Local: _____ \$51,652.67
Total: _____ \$1,033,053.50

Telephone

314-444-5624

Fax

314-444-5958

Contract Period

Effective: 07/01/2025

Through: 06/30/2026

Prepared By

Luebbert, Heather

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$981,400.83**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

CONTRACT CONDITIONS

25-CMV-MC-002

CFDA # 20.218 Motor Carrier Safety Assistance

The following program is funded by the Federal Motor Carrier Safety Administration (FMCSA)

CONTRACT BETWEEN

Missouri Highways and Transportation Commission

AND THE

St. Louis Metropolitan Police Dept.

1. **PARTIES:** This contract is entered by and between the Missouri Highways and Transportation Commission (MHTC) and the St. Louis Metropolitan Police Dept. (Subrecipient).
2. **LEAD AGENCY:** The MHTC is the Lead Agency in the State of Missouri for implementation of the Motor Carrier Safety Assistance Program (MCSAP).
3. **MHTC REPRESENTATIVE:** The Missouri Department of Transportation (MoDOT) Highway Safety and Traffic Division Director, also referred to as the State Highway Safety & Traffic Engineer, is designated as MHTC's representative for the purpose of administering the provisions of this contract. The MHTC's representative may designate, by written notice, other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this contract.
4. **SUBRECIPIENT:** The Subrecipient is a participating agency in the MCSAP and is eligible to receive funds for the performance of approved MCSAP activities. Activities for the current year contract period are identified in an approved Commercial Vehicle Safety Plan (CVSP) for the State of Missouri.
5. **ASSIGNMENT:** The Subrecipient shall not assign, transfer, or delegate any interest in this contract without the prior written consent of the MHTC.
6. **RELATIONSHIP:** The relationship of the Subrecipient to the MHTC shall be that of an independent entity, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the contract shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.
7. **SAM REGISTRATION:** The Subrecipient shall maintain a current Unique Entity Identifier (UEI) number and entity registration with the System for Award Management (SAM) at www.sam.gov. Federal guidelines require that applicant organizations must 1) be registered in SAM.gov prior to submitting an application; 2) provide a valid UEI number in its application; and 3) continue to maintain an active SAM registration with current information at all times during which it has an active award. Maintaining a SAM registration is a free activity, but organizations must renew a SAM registration every twelve (12) months.
8. **PERFORMANCE:** The Subrecipient agrees to perform activities in accordance with the standards and procedures approved by the Federal Motor Carrier Safety Administration (FMCSA) and Commercial Vehicle Safety Alliance (CVSA) as they relate to the performance of vehicle and driver inspections, compliance reviews, the placement of vehicles and drivers out-of-service, and any other requirement imposed through law or regulation pertaining to activities funded through the MCSAP.
9. **FMCSA REQUIREMENTS:** The Subrecipient will comply with all requirements imposed by the FMCSA and the MHTC concerning special requirements of law, program requirements, and other administrative requirements. Furthermore, the Subrecipient will participate in FMCSA information technology and data systems and will use FMCSA reporting standards and forms for record keeping, inspections, and investigations.
10. **CVSA REQUIREMENTS:** The Subrecipient agrees to the following CVSA requirements to advance uniformity in the inspection and enforcement of commercial motor vehicle regulations:
 - A. Incorporate, use, and enforce to the extent permitted by law, the following standards, policies, procedures, and bulletins:
 - a. CVSA North American Standard Out-of-Service Criteria;
 - b. CVSA administrative and operational policies;
 - c. CVSA decal application policies;
 - d. CVSA inspection procedures;

- e. CVSA inspection bulletins;
 - f. CVSA inspection training materials;
 - g. CVSA inspection data quality and uniformity standards;
 - h. CVSA inspector certification standards; and
 - i. CVSA instructor certification standards
- B.** Confine inspection activities to vehicles operating over public highways;
 - C.** Participate in "special" roadside inspection activities and training programs;
 - D.** Issue and affix CVSA decals, if available, in accordance with the provisions of the CVSA bylaws and operational policies;
 - E.** Honor the CVSA inspection decals affixed to a vehicle by all authorized agencies; and
 - F.** Inspect commercial vehicles in accordance with the provisions of the CVSA levels of inspections.
- 11. ADMINISTRATIVE GUIDELINES:** The MHTC shall make available to the Subrecipient the *MCSAP Administrative Guidelines for Subrecipients* manual, which serves as an information resource, providing program policy, guidance, and technical assistance.
- 12. CONTRACT PERIOD:** The effective dates of the contract shall be from July 01, 2025 to June 30, 2026. Funds shall be obligated within the contract period and expended thereafter. Funds are considered obligated by a Subrecipient when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period. Funds are considered expended when payment is made. Only properly obligated and expended funds may be claimed for reimbursement. Where applicable, costs that extend prior to the contract period start date or after the contract period end date shall be pro-rated and claimed for reimbursement to the applicable funding source. The pro-rating formula will depend on the transaction type: costs associated to a payroll period, billing period, contract period, service period, or similar predetermined period of time should be based on the number of billing days within the allowable period; and costs associated to a specific transaction or purchase date should be based on the transaction or purchase date.
- 13. CONTRACT AMOUNT:** The 100% approved cost amount for this contract is \$1,033,053.50. The MHTC shall reimburse the Subrecipient at a rate not to exceed 95% of the approved costs as described in this contract. The remaining 5% must be supplied by the Subrecipient to equal the 100% approved costs of the contract.
- 14. FEDERAL SHARE:** The amount obligated under this authorization will be reimbursed at a federal amount of \$981,400.83 and may be amended as allocations are awarded to the MHTC by the FMCSA.
- 15. LOCAL MATCH SHARE:** The Subrecipient agrees to establish and maintain a level of expenditures for motor carrier safety programs, exclusive of federal assistance in the amount of \$51,652.67.
- 16. BUDGET:** A "line-item" budget that outlines resources and activities approved under this contract is attached.
- 17. BUDGET MODIFICATIONS:** The Budget within this contract may be revised by the Subrecipient and the MHTC, subject to the MHTC's approval, without a revised, signed contract as long as A) the total contract amount is not altered, B) the intended scope of the project does not change, and/or C) the total contract amount is decreased for end-of-year closeout purposes. Prior to any revision being made to the Budget, the Subrecipient shall submit a written request to the MHTC requesting the change and clearly detailing the effect of the revision on all budget categories. Budget modification requests shall not be submitted after August 31st following the contract period end date. Budget modification requests received after August 31st following the contract period end date will not be approved, unless extenuating circumstances, as determined by MHTC, allow otherwise. Any other change in this contract, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the Subrecipient's Project Director and Authorizing Official and the MHTC.
- 18. PERSONNEL CHANGES:** The Subrecipient agrees to notify the MHTC in writing, in a timely manner, of any personnel changes funded through this contract. The positions or job classification titles for each position are identified in the Personnel budget cost category. Any changes in the number of positions funded or the percent of time devoted to the project must be approved in advance by the MHTC. In addition, the Subrecipient agrees to notify the MHTC in writing, in a timely manner, of any change in or temporary absence of the Authorizing Official, Project Director, or Voucher Report Preparer.
- 19. REIMBURSEMENT VOUCHER:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. The Subrecipient will initiate reimbursement proceedings by preparing a Voucher via the Grants Management System (GMS) and submitting the Voucher to the MHTC. The Voucher must reflect actual costs and must be signed by the person preparing the Voucher and the Project Director or Authorizing Official. Payroll records, travel records, receipts, and/or invoices must accompany the Voucher, as required by the MHTC, to support the costs being requested for reimbursement. Travel per diem (meals) will be reimbursed in accordance with the Subrecipient's local travel policy, not to exceed the federal per diem amounts

established by the U.S. General Services Administration (GSA). Vouchers are due by the 15th of the month following each calendar month and should include a timely submission of prior expenses. Vouchers received after the 15th of the month may result in late payment. If the Subrecipient fails to submit prior expenses within 90 days of the expenditure date, the expense may not be processed, unless extenuating circumstances, as determined by MHTC, exist. If the Subrecipient fails to submit Vouchers each month, the delinquent Voucher may not be processed, unless extenuating circumstances, as determined by MHTC, allow otherwise. A final Voucher is due no later than September 15th after the contract period end date. Final payment is contingent upon receipt of the complete, accurate, and final Voucher.

20. **PROGRESS REPORT:** The Subrecipient will report the progress of the program by submitting a quarterly report to the MHTC no later than the 20th day of the month following the end of the grant quarters of July-September, October-December, January-March, and April-June. The Subrecipient agrees to submit all information requested by the MHTC.
21. **ACCOUNTING SYSTEM:** The Subrecipient must establish and maintain an adequate accounting system and financial records and accurately account for funds awarded to them. The Subrecipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds, as well as the refunding of expenditures disallowed by audits. Adequate documentation for all contract costs must be maintained.
22. **ACCESS TO RECORDS:** The Subrecipient agrees that the MHTC and/or its designees or representatives shall have access to all records related to this contract. The Subrecipient further agrees that MoDOT, the FMCSA, the Secretary of Transportation, the Comptroller General of the United States, the Inspector General of the United States, the Auditor of the State of Missouri, or any of their duly authorized representatives may have access, for purposes of audit and examination, to any books, documents, papers, or records maintained by the Subrecipient pertaining to this contract. The Subrecipient further agrees to maintain such books and records for the period of five (5) years following the closeout of the grant within the GMS per the Missouri Secretary of State, Agency Records Disposition Schedule. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. If local law requires a longer period of retention, the Subrecipient shall adhere to its local record retention policy and access to the records will be allowed for purposes of audit.
23. **COST PRINCIPLES:** The Subrecipient will comply with 2 CFR 200, Subpart E - Cost Principles. This federal regulation establishes principles and standards for determining allowability of costs applicable to grants, contracts, and other agreements with State, Local, and federally recognized Indian Tribal Governments.
24. **AUDITS:** The Subrecipient will comply with 2 CFR Part 200, Subpart F - Audit Requirements. This federal regulation states that non-Federal entities expending \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT's Audits and Investigations Division within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period.
25. **REPORTING FRAUDULENT ACTIVITY, WASTE, AND ABUSE:** The Subrecipient shall notify the MHTC in a timely manner if the Subrecipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.
26. **CRIMINAL AND PROHIBITED ACTIVITIES:** The Subrecipient shall adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. The Subrecipient shall also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001, which provides that whoever makes or presents any false, fictitious or fraudulent statements, representation, or claims against the United States shall be subject to imprisonment of not more than five (5) years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. The Subrecipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. The Subrecipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.
27. **PROCUREMENT REGULATIONS:** The Subrecipient may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:
 - A. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
 - B. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

- C. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
 - D. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
 - E. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
 - F. Purchases to a single vendor estimated to total \$100,000 or more must 1) be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened; 2) post a notice of the proposed purchase in a public area of the Subrecipient's office; and 3) solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
 - G. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
28. **MBE/WBE ACT:** Pursuant to 2 CFR § 200.321, the Subrecipient should take all necessary affirmative steps to assure that minority-owned business enterprises (MBE), woman-owned business enterprises (WBE), and labor surplus area firms are solicited and considered during procurement procedures when possible.
29. **BUY AMERICA ACT:** Pursuant to 2 CFR § 200.322, the Subrecipient should, as appropriate, to the extent consistent with law, and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
30. **DEBARMENT AND SUSPENSION:** Pursuant to 2 CFR § 200.214, the Subrecipient must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The Subrecipient certifies to the best of its knowledge and belief, that its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
 - D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Subrecipient is unable to certify any of the statements above, the Subrecipient shall submit an explanation to the MHTC prior to executing this contract.

31. **EQUIPMENT AND SUPPLIES:** The Subrecipient will comply with the provisions of 2 CFR Part 200, Subpart D - Post Federal Award Requirements, Property Standards as it pertains to using, maintaining, and disposing of equipment and supplies purchased with MCSAP funds. The Subrecipient may adhere to its own definitions of equipment and supplies provided such adhere to the State's definitions:
- A. Equipment is defined as tangible, non-expendable personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more per unit.
 - B. Supplies are all other items of tangible personal property that are not equipment. This includes technology and mobile devices that cost less than \$5,000 per unit.
32. **EQUIPMENT MANAGEMENT:** Pursuant to 2 CFR § 200.313, the Subrecipient must conduct a physical inventory of property at least once every two (2) years. Further, the Subrecipient must submit to the MHTC, no later than September 30th following the contract period end date, an inventory report of all equipment purchased with funds provided through the MCSAP. The inventory report shall include all equipment purchased with MCSAP funds during the contract period, all non-disposed equipment purchased with MCSAP funds during prior contract periods, and all disposed equipment purchased with MCSAP funds within the record retention period of 5 years from disposition. The Subrecipient may determine the format of the report provided the report contains, as appropriate, the following information:
- A. Description of the property.
 - B. Manufacturer's serial number or other identification number (e.g. VIN or model number).

- C. Source of funding, including the grant contract number.
- D. Title holder (i.e. name of non-Federal entity).
- E. Acquisition date.
- F. Unit cost.
- G. Federal participating share of the unit cost.
- H. Location of property (e.g. division, room, vehicle #, officer #).
- I. Use of property.
- J. Current condition of property (e.g. new, good, fair, obsolete, broken).
- K. Date of disposition.
- L. Disposition method (e.g. sale, trash, trade, donation).
- M. Sale price of property.

33. EQUIPMENT REPLACEMENT: Pursuant to 2 CFR § 200.313, when an equipment item is no longer efficient or serviceable but the Subrecipient continues to need the property in the project or program for which it was acquired, the Subrecipient may replace the equipment through trade-in or sale and subsequent purchase of new property. Replacement property must serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality. In addition, the purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.

34. EQUIPMENT DISPOSITION AND RECORD RETENTION: Pursuant to 2 CFR § 200.313, equipment must be used for the purpose for which it was acquired as long as needed, whether or not the project or program continues to be supported by the MCSAP. When original or replacement equipment acquired under the MCSAP is no longer needed for the original project or program or for other activities currently or previously supported by the FMCSA, the Subrecipient may dispose of the equipment in accordance with the following disposition instructions:

- A. Items of equipment with a current per unit fair market value of \$10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the MHTC or the FMCSA.
- B. Items with a current per unit fair market value of more than \$10,000 may be retained or sold, but the FMCSA shall have a right to an amount calculated by multiplying the current market value or proceeds from the sale by the FMCSA's percentage of participation in the cost of the original purchase. If the item is sold, the seller may deduct and retain from the Federal share \$1,000 of the proceeds for its selling and handling expenses.

Records for equipment acquired with Federal funds shall be retained for five (5) years after final disposition of property per the Missouri Secretary of State, Agency Records Disposition Schedule. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. If local law requires a longer period of retention, the Subrecipient shall adhere to its local record retention policy and access to the records will be allowed for purposes of audit.

35. NONDISCRIMINATION: The Subrecipient agrees that, as a condition of receiving any Federal financial assistance (directly or indirectly) from the U.S. Department of Transportation, it will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 *et seq.*), (prohibits discrimination on the basis of sex in education programs or activities);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e *et seq.*, 78 Stat. 252), (prohibits discrimination in employment on basis of race, color, national origin, religion, or disability);
- 49 CFR Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 49 CFR Part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 CFR Part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 CFR Part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 49 CFR Part 303 (FMCSA's Title VI/Nondiscrimination Regulation);

- **28 CFR Part 35** (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
- **28 CFR Section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The Subrecipient also agrees that, as a condition of receiving any financial assistance (directly or indirectly) from the State of Missouri, it will comply with all State statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:

- **Section 213.055 RSMo, Unlawful Employment Practices** (prohibits discrimination on the basis of race, color, religion, national origin, sex, ancestry, age, or disability in its employment practices); and
 - **Section 213.065 RSMo, Discrimination in Public Accommodations** (prohibits discrimination on the basis of race, color, religion, national origin, sex, ancestry, or disability in the use and enjoyment of any place of public accommodations and makes it unlawful to refuse, withhold from, or deny any of the accommodations, advantages, facilities, services, or privileges made available in any place of public accommodation).
36. **TITLE VI PROGRAM:** In accordance with Title VI provisions at 49 CFR Part 21 and 49 CFR Part 303, all recipients/grantees (and subrecipients/subgrantees) of FMCSA must adopt a Title VI Program Compliance Plan and sign the Title VI Program Assurance document. As the recipient of the MCSAP, the MHTC annually files its Title VI Program Compliance Plan and Title VI Program Assurance with the FMCSA Office of Civil Rights (OCR). These documents are available to the Subrecipient upon request. As a subgrantee of the MCSAP from the MHTC, the Subrecipient agrees to annually provide MHTC an updated Title VI Program Compliance Plan (or the program documentation that comes together to satisfy the elements in the Title VI Program Compliance Plan Checklist) and an updated Title VI Program Assurance. A copy of the Title VI Program Compliance Plan (or the program documentation that comes together to satisfy the elements in the Title VI Program Compliance Plan Checklist) must be submitted to the MHTC no later than August 31st following the contract period start date.
37. **POLITICAL ACTIVITY (HATCH ACT):** The Subrecipient will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
38. **FEDERAL LOBBYING:** The following provisions are applicable to the Subrecipient if it is in receipt of more than \$100,000 in MCSAP funds. Where such is true, the Subrecipient certifies, to the best of its knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over \$100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. **STATE LOBBYING:** The Subrecipient agrees that none of the funds under the MCSAP will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with MCSAP funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
40. **UNIFORM CRIME REPORTING:** Where the Subrecipient is a law enforcement agency, the Subrecipient assures it is compliant and will remain compliant with Section 43.505 RSMo, which requires every law enforcement agency to submit crime incident reports to the Missouri Department of Public Safety on forms or in the format prescribed by the Missouri Department of Public Safety. The Subrecipient understands that any law enforcement agency that violates this section after December 31, 2021 may be ineligible to receive state or federal funds which would otherwise be paid to such agency for law enforcement, safety, or criminal justice purposes.

41. **VEHICLE STOPS:** Where the Subrecipient is a law enforcement agency, the Subrecipient assures it is compliant and will remain compliant with Section 590.650 RSMo, which requires every law enforcement agency to submit vehicle stop data to the Missouri Office of Attorney General no later than March 1st of the following calendar year and to adopt a policy on race-based traffic stops. The Subrecipient understands that the Governor may withhold any state funds appropriated to the noncompliant law enforcement agency if the law enforcement agency fails to comply with the provisions of Section 590.650 RSMo.
42. **CRASH DATA:** Where the Subrecipient is a law enforcement agency, the Subrecipient assures it is compliant and will remain compliant with Section 43.250 RSMo, which requires every law enforcement agency who investigates a vehicle accident resulting in injury to or death of a person, or total property damage to an apparent extent of \$500 or more to one person, or who otherwise prepares a written or computer-generated report as a result of an investigation either at the time of and at the scene of an accident or thereafter by interviewing the participants or witnesses to forward the report to the Missouri State Highway Patrol within ten (10) days after the investigation of the accident.
43. **CUSTODIAL INTERROGATIONS:** Where the Subrecipient is a law enforcement agency, the Subrecipient assures it is compliant and will remain compliant with Section 590.700 RSMo, which requires every law enforcement agency to adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of the section. The Subrecipient understands that if a law enforcement agency fails to comply with the provisions of Section 590.700 RSMo, the Governor may withhold any state funds appropriated to the noncompliant law enforcement agency if the Governor finds that the agency did not act in good faith in attempting to comply with the provisions of the section.
44. **FORWARDING INTOXICATION-RELATED OFFENSES:** Where the Subrecipient is a law enforcement agency, the Subrecipient assures it is compliant and will remain compliant with Section 43.544 RSMo, which requires every law enforcement agency to adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.
45. **CHIEF OF POLICE TRAINING:** Where the Subrecipient is a law enforcement agency, and once the Missouri POST commission establishes the minimum standards for such training course, the Subrecipient assures it will comply with Section 590.033 RSMo, which requires all police chiefs appointed after August 28, 2023 to attend a chief of police training course certified by the Missouri POST commission. The subrecipient understands that any law enforcement agency who has a chief of police appointed after August 28, 2023, who fails to complete the training outlined in this section shall be precluded from receiving any POST commission training funds, state grant funds, or federal grant funds until the police chief has completed the training course.
46. **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. § 8103) (49 CFR Part 32):** The Subrecipient will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required in paragraph (A).
 - C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - D. Notifying the MHTC within ten (10) days after receiving notice under subparagraph (C)(2) from an employee or otherwise receiving actual notice of such conviction.
 - E. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (C)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.
47. **POLICY ON SEAT BELT USE:** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

- 48. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING:** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, the Subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work for or on behalf of the Government. The Subrecipient is also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the agency, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Beginning August 28, 2023, drivers in Missouri are prohibited from physically holding or supporting a cell phone with any part of their body; manually typing, writing, sending, or reading text-based messages; recording, posting, sending, or broadcasting video, including video calls and social media posts; and/or watching a video or movie while operating a vehicle on any highway or property open to the public for vehicular traffic. Subrecipients should ensure a workplace policy is in place and enforced which, at a minimum, meets the provisions of Section 304.822 RSMo.

- 49. LAPTOP ENCRYPTION:** All laptops used by the Subrecipient, and its subcontractors as applicable, in carrying out the Subrecipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe the whole disk encryption (FOE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient (and Subrecipient) who utilizes FMCSA sensitive information or PII complete installation of FOE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this contract and prior to using the laptop to access FMCSA data systems or store FMCSA related data.
- 50. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES:** Pursuant to 2 CFR § 200.216, the Subrecipient understands it is prohibited from obligating or expending federal grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation) or any subsidiary or affiliate of such entities).
- 51. COPYRIGHTS:** Where activities supported by this contract produce original books, films, or other material that can be copyrighted, the Subrecipient may copyright such, but the FMCSA and the State of Missouri must reserve a royalty free, nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so.
- 52. APPLICATION OF FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS:** It is understood and agreed upon that Federal laws, Executive Orders, regulations, policies, and related administrative practices applicable to this contract may be modified from time to time. Changes in Federal requirements may change, and the changed requirements will apply to the contract as applicable.
- 53. APPROPRIATION OF FUNDS:** It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 54. TERMINATION:** If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation, under this contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient, or its subcontractor, is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient, or its subcontractor, under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.
- 55. INDEMNIFICATION:** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify, and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this contract. The Subrecipient may satisfy this requirement utilizing a self-funded program. Further, the Subrecipient will require any contractor procured by the Subrecipient to work under this contract:
- A.** To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be

signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

- B.** To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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.

In no event shall the language of this contract 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.

- 56. LAW OF MISSOURI TO GOVERN:** This contract shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state, and federal laws and regulations relating to the performance of this contract.
- 57. VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this contract, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- 58. SECTION HEADINGS:** All section headings contained in this contract are for the convenience of reference only and are not intended to define or limit the scope of any provision of this contract.

Subrecipient Authorizing Official

MHTC Authorizing Official

Date

Date

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Vehicle	Vehicles (3)	1.00	\$135,000.00	\$135,000.00	\$6,750.00	\$128,250.00
	Vehicle Equipment	Vehicle Equipment	1.00	\$28,500.00	\$28,500.00	\$1,425.00	\$27,075.00
					\$163,500.00	\$8,175.00	\$155,325.00
Other Costs							
	Conf Fees, Training, Memberships, CVSA Decals	Conf Reg Fees & CVSA Decals	1.00	\$1,500.00	\$1,500.00	\$75.00	\$1,425.00
	Vehicle Fuel & Maintenance	Vehicle Fuel & Maintenance	1.00	\$40,000.00	\$40,000.00	\$2,000.00	\$38,000.00
	Communications	Cell Phones (6) & Aircards	1.00	\$11,760.00	\$11,760.00	\$588.00	\$11,172.00
					\$53,260.00	\$2,663.00	\$50,597.00
Personnel							
	Salary	Salary (5 full-time officers)	1.00	\$417,227.20	\$417,227.20	\$20,861.36	\$396,365.84
	Overtime	Overtime (5 full-time officers, 5 part-time officers, & 1 accountant)	1.00	\$300,000.00	\$300,000.00	\$15,000.00	\$285,000.00
	Fringe	Fringe Benefits	1.00	\$66,316.30	\$66,316.30	\$3,316.81	\$63,000.49
					\$783,543.50	\$39,177.17	\$744,366.33
Supplies							
	Office Supplies	Office Supplies	1.00	\$2,000.00	\$2,000.00	\$100.00	\$1,900.00
	Uniforms	Uniforms	1.00	\$10,000.00	\$10,000.00	\$500.00	\$9,500.00
	Inspection Supplies	Inspection Supplies	1.00	\$10,000.00	\$10,000.00	\$500.00	\$9,500.00
	Computers & Printers (under \$5,000)	Vehicle Printers (5)	1.00	\$750.00	\$750.00	\$37.50	\$712.50
					\$22,750.00	\$1,137.50	\$21,612.50
Travel							
	Travel	Travel (in-state & out-of-state)	1.00	\$10,000.00	\$10,000.00	\$500.00	\$9,500.00

					\$10,000.00	\$500.00	\$9,500.00
Total Contract					\$1,033,053.50	\$51,652.67	\$981,400.83

Memorandum

City Counselor's Office
Police Section
1915 Olive, Room 773
St. Louis, MO 63103
Phone: 314-444-5609
Fax: 314-444-5611

TO: Tim Sullivan, Budget and Finance
FROM: Travis Warren, Legal Division
RE: 2025 UMSL Data Sharing Agreement
DATE: June 17, 2025



The attached agreement has been reviewed and approved as to form by the Legal Division. Please have it executed by the Police Chief. Thank you.

DATA USE AGREEMENT BETWEEN
The Curators of the University of Missouri on behalf of the University of Missouri-St.
Louis and
The St. Louis Metropolitan Police Department

Background

The University of Missouri - St. Louis has been a partner in regional efforts to understand and address violence. Most recently, this work includes a National Institute of Justice process and outcome evaluation of the St. Louis City Office of Violence Prevention (OVP). Access to official police data is critical for this work.

Purpose/Grant of access

This Data Use Agreement ("DUA") is created for the purpose of sharing data between The Curators of the University of Missouri on Behalf of the University of Missouri-St. Louis ("UMSL") and St. Louis Metropolitan Police Department ("SLMPD"). The data will be used to better understand the nature, extent and patterns of violence in St. Louis City and to contribute to the development of effective violence-reduction efforts. **SLMPD commits to sharing data with UMSL. The data will be used to describe spatial and temporal trends in calls for service, police-initiated activity, and crime with the goal of informing policies and practices.**

SLMPD will provide UMSL with case-level Computer Assisted Dispatch (CAD) data and incident-level crime data. All data provided will be transferred and stored in a secure manner and will be protected from disclosure. The Institutional Review Board at UMSL has given the researchers permission to conduct this project and has assured that the research team at UMSL has put in place procedures to protect human subjects.

What data are requested?

SLMPD will provide UMSL with CAD calls for service and police-initiated activity for 2015 through the end of the project (December 2028), with quarterly updates as requested. The data will include all fields in this database, such as the event number, initial and final call type, date and time of call, source, disposition, priority, agency, location (e.g., address, street, zip code, place name, district, neighborhood, precinct, x y coordinates), and dispatch and investigation information (e.g., dispatch time, resources dispatched, investigation time, total time).

SLMPD will provide UMSL with incident-level data on all offenses for 2021 – present with quarterly updates. The data will include all the fields in the public data plus injury type, victim information (age, sex, race), and whether the incident was cleared. If and when data become available regarding victim-offender relationship, SLMPD will also provide these data.

Who will receive the data?

Data will be submitted to UMSL, who will be responsible for analyzing the data and generating reports. Lee Slocum will act as official custodian of the data and will be responsible for the maintenance, care, and security of the data provided under this agreement.

Data protections

In undertaking to protect the confidentiality of the data, UMSL will use at least the degree of care a reasonably prudent person would use to protect and prevent improper access to highly sensitive data. UMSL will store and maintain the data in a manner physically and electronically secure from access by unauthorized persons. UMSL may not copy, backup or otherwise archive the data for any purpose other than conducting research, or maintain data on a mobile or portable device. Any electronic transmission of the data will use encryption software to protect the data or take place over secure drives, such as Microsoft One Drive.

UMSL will take such steps as may be necessary to ensure that access to the data is limited on a need-to-know basis. Data will be stored on a University Drive that will only be accessible to members of the research team using their respective usernames and passwords. UMSL may store a backup of the data on a password protected external hard drive that will be kept in a locked file cabinet in Lee Slocum's locked office.

In any publication of the results of the analyses, all results will be reported in aggregate form. UMSL shall not disclose any individualized information on any individual, even if such individual is not named, which would permit the identification of such individual by others who are or who may become acquainted with the circumstances of the subject of the research. SLMPD will have thirty days to review any research product resulting from this collaboration before publication, for the purpose of (a) identifying factual errors or inaccuracies and providing information or corrections regarding it and (b) suggesting additional contextual information that might aid in the interpretation of findings. At its discretion, UMSL may amend the research product based on the agency's comments if they deem them relevant and appropriate. SLMPD shall have thirty (30) days from receipt of the document to request deletion of any confidential information. UMSL shall honor the request for the deletion of confidential information. Following that thirty-day period, UMSL shall be free to submit the manuscript and publish results consistent with academic standards.

Term and Termination. The terms of this DUA shall be effective when signed by all parties. Either party may cancel this DUA upon thirty (30) days written notice to the other party for any reason or no reason. In the event that this DUA is cancelled or terminated, any data in the possession of UMSL, in whatever format it may be stored or maintained, shall remain subject to the terms and conditions of this DUA.

The following signatories agree to the conditions specified in this Agreement:

**ST. LOUIS METROPOLITAN POLICE
DEPARTMENT**

By: _____

Name: _____

Title: _____

Date: _____

**THE CURATORS OF THE UNIVERSITY OF
MISSOURI ON BEHALF OF UNIVERSITY OF
MISSOURI – ST. LOUIS**

Christopher
By: Spilling Digitally signed by Christopher
Spilling
Date: 2025.07.28 10:10:00 -05'00'

Name: Christopher Spilling

Title: Vice Chancellor for Research

Date: 7/28/2025