

MEMORANDUM OF UNDERSTANDING
FOR SECONDARY CITY OF ST. LOUIS DEPUTY SHERIFFS

This Memorandum of Understanding, made this 29 day of December, 2019, is by and between The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") and the Sheriff's Department of the City of St. Louis ("Sheriff").

WHEREAS, the Agency is authorized, pursuant to the Compact between the states of Illinois and Missouri, to engage peace officers through contracts with law enforcement agencies; and

WHEREAS, the Agency desires to contract with the Sheriff for the engagement of Sheriff's Department secondary deputy sheriffs licensed by and in good standing with the State of Missouri ("Deputy Sheriffs") for law enforcement protection and presence on the Agency's facilities and conveyances, including its light rail system; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, by and between the parties hereto, it is mutually agreed as follows:

1. The Sheriff agrees to permit the Agency to engage Deputy Sheriffs to provide law enforcement services on Agency property and conveyances during such deputy sheriff's off duty hours on an as-requested basis as determined by the Agency. Each Deputy Sheriff engaged by the Agency for secondary law enforcement activities shall complete a Secondary City of St. Louis Deputy Sheriff's Acknowledgement, attached hereto and incorporated herein as Attachment 1.
2. The Sheriff represents and warrants that all Deputy Sheriffs it permits the Agency to engage pursuant to this Memorandum of Understanding are deputy sheriffs licensed by, and in good standing with, the State of Missouri. The Sheriff shall notify the Agency if any Deputy Sheriff ceases to be licensed by, and in good standing with, the State of Missouri.
3. The Sheriff shall provide and permit Deputy Sheriffs to utilize Sheriff-issued uniforms and equipment during the course of Deputy Sheriff's secondary law enforcement activities for the Agency.
4. The parties acknowledge that a Deputy Sheriff's participation in secondary law enforcement activities is voluntary and that there can be no guarantee that a secondary assignment will be filled by any Deputy Sheriff. However, the parties also acknowledge that the Agency has the exclusive right to reject any particular Deputy Sheriff and to terminate any Deputy Sheriff's secondary assignment at any time for any reason at the discretion of the Agency.
5. The Agency is solely responsible for compensating Deputy Sheriff's for secondary activities in accordance with rates approved by the Agency. The Agency shall compensate Deputy Sheriffs for any warrant time, court standby, court appearances, or

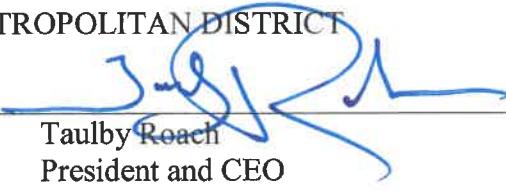
other related events resulting from an arrest made by a Deputy Sheriff during the course of their law enforcement activities for the Agency. Deputy Sheriffs are responsible for their own tax liability, and the Agency shall provide each Deputy Sheriff with the proper proof of income paid pursuant to this Memorandum of Understanding.

6. The Agency agrees to provide Worker's Compensation, or other comparable medical and disability insurance coverage, to Deputy Sheriffs injured while engaged in off duty law enforcement activities for the Agency.
7. To the extent permitted by applicable law, each party shall indemnify, defend and hold harmless the other party, and its Commissioners, officers, elected officials, agents, and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the negligent or intentional activities of the indemnifying party, or its Commissioners, officers, elected officials, agents, or employees acting within the scope of this Memorandum of Understanding, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the indemnified party or its Commissioners, officers, elected officials, agents, or employees. Such obligations shall not be construed to waive, negate, abridge or reduce the sovereign immunity of the Agency, the Sheriff, or the immunity of their respective Commissioners, officers, elected officials, agents, or employees.
8. This Memorandum of Understanding shall remain in full force and effect until terminated or renegotiated by the Agency and the Sheriff.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

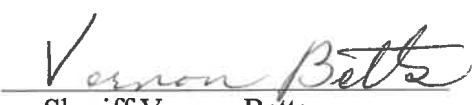
BI-STATE DEVELOPMENT AGENCY
COUNTY, ILLINOIS
OF THE MISSOURI-ILLINOIS
METROPOLITAN DISTRICT

By:


Taulby Roach
President and CEO

SHERIFF'S DEPARTMENT OF
THE CITY OF ST. LOUIS

By:


Sheriff Vernon Betts
Sheriff, City of St. Louis

ATTACHMENT 1

BI-STATE DEVELOPMENT AGENCY
SECONDARY CITY OF ST. LOUIS DEPUTY SHERIFF ACKNOWLEDGMENT

In addition to other acknowledgments that may be required by the City of St. Louis Sheriff's Department, the undersigned employee of the City of St. Louis Sheriff's Department (the "Secondary Deputy Sheriff") hereby specifically acknowledges, understands, and agrees that:

- 1) in order to be eligible to engage in secondary law enforcement activities for the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency") the Secondary Deputy Sheriff must be licensed by, and in good standing with, the State of Missouri and complete the following additional training requirements relating to public transit: Metro TIER 1, Metro Transit Emergency Principles and Procedures, Metro Drug and Alcohol, Metro Transit Customer Service, and Metro System Training; and
- 2) when engaged in secondary police activities for the Agency, the Secondary Deputy Sheriff is performing "safety sensitive functions" for the Agency, as that term is defined in 49 CFR 655.4. As such, the Secondary Deputy Sheriff acknowledges, understands, and agrees to be subject to the Agency's Drug & Alcohol Policy & Plan, as required by the Federal Transit Administration, including but not limited to: random drug and alcohol testing, post-accident/incident drug and alcohol testing, and reasonable suspicion drug and alcohol testing; and
- 3) when engaged in secondary law enforcement activities for the Agency, the Secondary Deputy Sheriff is covered by the Agency's Worker's Compensation insurance for injuries arising out of the Secondary Deputy Sheriff's secondary police activities for the Agency; and
- 4) the Secondary Deputy Sheriff may not work for the Agency for more than 30 hours per week; and
- 5) the Agency may reject or terminate any Secondary Deputy Sheriff's secondary assignment at any time, for any reason, at the discretion of the Agency; and
- 6) the Secondary Deputy Sheriff shall not respond to inquiries from the media, the public, or others, related to any incident that occurs while the Secondary Deputy Sheriff is engaged in secondary law enforcement activities for the Agency, except as directed by the Agency in accordance with the Agency's policies and Standard Operating Procedures.

By signing below, I certify that I have read the terms of this Acknowledgment, as well as all applicable Agency policies and procedures, fully understand its terms, and voluntarily agree to be bound by these terms.

Secondary Deputy Sheriff Signature

Secondary Deputy Sheriff Printed Name

Date _____