

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is dated 1/31/23 and is between Robert J. Tracy ("Tracy") and the Saint Louis Police Foundation (the "Foundation"), each a "Party" and together the "Parties".

Tracy and the Foundation seek a mutual agreement whereby Tracy undertakes personal endeavors to improve and increase the transparency, accessibility and reputation of the Saint Louis Metropolitan Police Department (the "Department") with regards to the residents of the City of Saint Louis (the "City"), their elected representatives, and the rank-and-file officers of the Department.

Tracy commits to conduct a series of outreach efforts to serve the overall public safety of the City. Specifically, during the Term (as defined below) Tracy commits to

- Conduct quarterly "town hall" style meetings with the rank-and-file officers and staff of the Department.
- Implement regular communication to the City residents and community providing updates and other information via blog or other methods.
- Schedule and conduct annual meetings with each of the City Aldermanic Wards.

In support of Tracy's commitments, during the Term the Foundation commits to remit to Tracy Eight thousand three hundred thirty three dollars and thirty three cents (\$8,333.33) per month, payable on the last day of each month. The first and final remittances shall be prorated based on applicable days per month.

Tracy shall be an independent contractor to the Foundation, and shall not be an employee of the Foundation. Tracy's only remuneration shall be the dollar amount described above, and Tracy shall not be entitled to any other benefits from the Foundation.

The "Term" of this MOU shall commence upon Tracy's installation as Chief of the Department, and shall continue until the earlier to occur of (i) three years or (ii) Tracy's termination as Chief for any reason, or termination of the agreement by either party as described below. The Term may be extended by the written consent of both Parties.

This MOU may be cancelled by either Party as follows:

- By Tracy at any time, effective upon 10 days written notice to the Foundation.
- By the Foundation effective immediately upon probable cause, including Tracy's failure to perform the committed activities or upon Tracy's gross misconduct.

Upon such cancellation, the Foundation shall remit as full and final payment any amounts due up to and including the effective date of the termination.

Agreed:

Robert J. Tracy

Saint Louis Police Foundation

By: Douglas A. Albrecht, Chairman