



**Agenda**  
**Public Infrastructure & Utilities Committee**  
**Regular Meeting**  
**St. Louis Board of Aldermen**  
**Wednesday, May 13, 2026 - 3:30 PM**  
**Kennedy Room**

President Megan Green  
Alderman Michael Brwoning, Chair  
Alderwoman Anne Schweitzer, Vice Chair  
Committee Members:  
Alderwoman Pamela Boyd  
Alderwoman Shameem Clark-Hubbard  
Alderman Matt Devoti  
Alderwoman Jami Cox-Antwi

**Order of Business**

**I. Call to Order**

**II. Roll Call**

**III. Approval of Minutes**

Approve minutes from the Wednesday, March 18, 2026, meeting.

**IV. Board Bills for Review**

(The committee will discuss the following and take public comment on the following)

**Item Number 1**

**Board Bill Number 2**

**Introduced by Alderwoman Anne Schweitzer, Michael Browning**

An ordinance recommended by the Board of Estimate and Apportionment authorizing the city of St. Louis Water Division to accept Community Water Fluoridation Equipment Repair and Replacement funding; appropriating said funds; authorizing the expenditure of such funds, to the extent received; authorizing contracts and other documents to expend such funds, to the extent received; and containing an Emergency Clause

**Item Number 2**

**Board Bill Number 11**

**Introduced by Alderwoman Shameem Clark-Hubbard**

The bill directs the Director of Streets to install speed humps pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394 to calm the flow of traffic on the 5100 block of Vernon Ave.

**V. Resolutions for Review**

None

**VI. Committee Discussions**

(The committee will discuss the following and take public comment on the following)

**Discussion Item Number 1**

Water Division presentation

The committee will hear a presentation from the Water Division.

**VII. Acknowledgment of Any Written Testimony**

**VIII. Announcements**

**IX. Excused Members**

**X. Adjournment**

**Summary**  
**Board Bill Number 2**  
**Introduced by Alderwoman Anne Schweitzer**  
**May 1, 2026**

An ordinance recommended by the Board of Estimate and Apportionment authorizing the city of St. Louis Water Division to accept Community Water Fluoridation Equipment Repair and Replacement funding; appropriating said funds; authorizing the expenditure of such funds, to the extent received; authorizing contracts and other documents to expend such funds, to the extent received; and containing an Emergency Clause.

**BOARD BILL NUMBER 2 INTRODUCED BY ALDERWOMAN ANNE SCHWEITZER  
COSPONSOR: ALDERMAN MICHAEL BROWNING**

1 An ordinance recommended by the Board of Estimate and Apportionment authorizing the City of  
2 St. Louis Water Division to accept Community Water Fluoridation Equipment Repair and  
3 Replacement funding; appropriating said funds; authorizing the expenditure of such funds, to the  
4 extent received; authorizing contracts and other documents to expend such funds, to the extent  
5 received; and containing an Emergency Clause.

6 **WHEREAS**, the City of St. Louis Water Division has been awarded Community Water  
7 Fluoridation Equipment Repair and Replacement funding of up to Twenty-Five Thousand Dollars  
8 (\$25,000) by the Missouri Department of Health and Senior Services (“DHSS”) pursuant to a  
9 Program Services Contract attached hereto as Attachment A (the “Contract”); and

10 **WHEREAS**, pursuant to the Contract, the City must expend such funds by September  
11 30, 2026; and

12 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, MISSOURI, AS FOLLOWS:**

13 **SECTION ONE.** The City of St. Louis, by and through its Water Division, is hereby  
14 authorized to accept up to Twenty-Five Thousand Dollars (\$25,000) of Community Water  
15 Fluoridation Equipment Repair and Replacement funding from DHSS pursuant to the Contract  
16 for the purposes set forth therein.

17 **SECTION TWO.** There is hereby appropriated the sum of up to Twenty-Five Thousand  
18 Dollars (\$25,000) of DHSS funding to the Water Division to the extent such funds are received  
19 pursuant to the Contract. The Director of Public Utilities or the Director’s authorized designee is  
20 hereby authorized to make, negotiate, and execute any and all contracts or other documents on  
21 behalf of the City to expend such funds on behalf of the City in accordance with the purposes

1 detailed in the Contract to the extent such funds are received. The Comptroller is authorized and  
2 directed to issue warrants to the Treasurer for payment of all expenditures authorized in this  
3 Section provided that such warrants do not exceed the total amount of funds appropriated by this  
4 Section.

5 **SECTION FOUR.** This ordinance, being deemed necessary for the immediate preservation  
6 of the public peace and safety, is declared to be an emergency ordinance under and pursuant to  
7 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis.

**BOARD BILL NUMBER 2  
ATTACHMENT A**

**PROGRAM SERVICES CONTRACT  
WITH  
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES**

[See attached.]



## Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010  
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



**Sarah Willson**  
Director

**Mike Kehoe**  
Governor

Dear Contractor:

Please find enclosed your copy of the executed agreement between your organization and the Department of Health and Senior Services.

If you have any questions concerning the agreement, please contact the Bureau of Procurement Services at (573) 751-6471 or via email at [Procurement@health.mo.gov](mailto:Procurement@health.mo.gov).

Enclosure

### **PROMOTING HEALTH AND SAFETY**

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

|                                     |                                   |   |  |
|-------------------------------------|-----------------------------------|---|--|
| <b>Tracking #</b><br>58803          |                                   | <b>Contract Title:</b><br>COMMUNITY WATER FLUORIDATION EQUIPMENT REPAIR AND REPLACEMENT |  |
| <b>Contract Start:</b><br>2/24/2026 | <b>Contract End:</b><br>9/30/2026 | <b>Questions/Please Contact:</b><br>PROCUREMENT UNIT @ (573)751-6471                    |  |
| <b>Contract #:</b><br>KQ2600 58803  |                                   | <b>Amend #:</b><br>00   |  |

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

|   |   |
|---|---|
| <b>NAME OF ENTITY/INDIVIDUAL (Contractor)</b><br>CITY OF ST LOUIS CITY  |   |
| <b>DOING BUSINESS AS (DBA) NAME</b><br>WATER DIVISION   |   |
| <b>MAILING ADDRESS</b><br>1640 SOUTH KINGSHIGHWAY BOULEVARD   |   |
| <b>CITY, STATE, and ZIP CODE</b><br>ST LOUIS MO 63110-2230  |   |
| <b>REMIT TO (PAYMENT) ADDRESS (if different from above)</b>   |   |
| <b>CITY, STATE, and ZIP CODE</b>  |   |
| <b>CONTACT PERSON</b><br>Nolan Greenaway  | <b>EMAIL ADDRESS</b><br>ngreenaway@stlwater.com |
| <b>PHONE NUMBER</b><br>314-592-8203   | <b>FAX NUMBER</b><br>314-868-3197               |
| <b>TAXPAYER ID NUMBER (TIN)</b><br>*****  | <b>UEI NUMBER</b><br>KR73L96NRTF4               |
| <b>CONTRACTOR'S AUTHORIZED SIGNATURE</b><br><i>Niraj Patel</i>  | <b>DATE</b><br>2/24/26                          |
| <b>PRINTED NAME</b><br>Niraj Patel  | <b>TITLE</b><br>Director of Public Utilities    |
| <b>DEPARTMENT OF HEALTH AND SENIOR SERVICES<br/>DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE</b><br><i>Chad R. Linn</i> | <b>DATE</b><br>FEB 24 2026                      |

## Community Water Fluoridation Equipment Repair and Replacement

### 1. PURPOSE AND GLOSSARY

#### 1.1 Purpose

- 1.1.1 The purpose of this contract is to maintain and/or improve the oral health of Missourians through the population health strategy of community water fluoridation. Water systems play a critical role in maintaining optimal fluoride levels in communities and this contract enables them to continue the practice of community water fluoridation in their service area and community.

#### 1.2 Glossary of Terms and Acronyms:

- 1.2.1 Whenever the following terms and acronyms appear in the document, the definitions or meanings described below shall apply.

#### 1.2.2 General Glossary, Acronyms, and Abbreviations:

- a. Agency and/or State Agency/Department means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The Department is also responsible for payment, unless otherwise specified herein. Note: The terms "Department", "state agency", "state", and "State of Missouri" are used interchangeably throughout the document and have the same meaning.
- b. Amendment means a written, official modification to a solicitation or contract.
- c. Attachment applies to all documents which are included herein to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. Procurement officer means the procurement staff member of the Department.
- e. Code of State Regulation (CSR) contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. Contractor means a Supplier, bidder, person, or organization who enters into a contract.
- h. Exhibit applies to forms which are included herein for the Vendor to complete and submit.

- i. May means that a certain feature, component, or action is permissible, but not required.
- j. Must means that a certain feature, component, or action is a mandatory condition.
- k. Party refers to either the State of Missouri or the Contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. Reasonable, Necessary or Proper as used herein shall be interpreted solely by the State of Missouri.
- m. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Department.
- n. Shall has the same meaning as the word must.
- o. Should means that a certain feature, component and/or action is desirable but not mandatory.
- p. State collectively referring to the state government and/or the agencies thereof.
- q. Supplier has the same meaning as the word, Contractor.
- r. Vendor has the same meaning as the word, Contractor

1.2.3 Department Glossary:

- a. Community water fluoridation (CWF) is the controlled adjustment of fluoride in a public water supply to the optimal concentration needed to prevent tooth decay in members of a community.
- b. Fluoridation equipment is the equipment needed to provide CWF including but not limited to dosing pumps, fluoridation scales, day tanks, break tanks, bulk tanks, colorimeter, spectrophotometer, testing supplies, fluoride analyzer, programmable logic controllers, fluoride additive, safety equipment, etc.
- c. Engineering services are services provided to meet the Department of Natural Resources regulatory requirements.

\*\*\* END OF PURPOSE AND GLOSSARY SECTION \*\*\*

**2. SCOPE OF WORK SECTION**

**2.1 General Requirements:**

- 2.1.1 The contract amount shall not exceed \$25,000 for the period of date of award through September 30, 2026.
- 2.1.2 The Contractor shall provide community water fluoridation equipment repair and replacement for the Department of Health and Senior Services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.3 The Contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the Contractor" throughout this document shall also be deemed to include the person/personnel provided by the Contractor.
- 2.1.4 The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment A, Certifications and Special Provisions, which is attached hereto and incorporated by reference as if fully set forth herein, or other requirements identified by the federal government.

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- 2.1.5 After the award, unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Office of Dental Health  
Program Contact: Gwen Sullentrup  
Address: 930 Wildwood Dr., Jefferson City, MO 65109  
Phone: 573-526-1563  
Email: [oralhealth@health.mo.gov](mailto:oralhealth@health.mo.gov)

**2.2 Deliverables and Outcomes:**

- 2.2.1 The Contractor shall execute the Department-approved workplan to ensure consistent fluoridation of the community water supply.
- 2.2.2 The Contractor shall have all approved equipment ordered before August 31, 2026. The Contractor shall provide documentation showing the order date for items purchased through this contract to the Department.

- 2.2.3 The Contractor shall welcome Department staff for onsite visits at a time and date that is mutually agreeable to both parties.
- 2.2.4 The Contractor's lead water operator shall complete Department provided water fluoridation training during the contract year. This may be an in-person or virtual training.
- 2.2.5 The Contractor shall maintain compliance with all Department of Natural Resources (DNR) regulatory requirements, including providing quarterly test samples, and all local and state statute requirements during and after changes have been made to the water system.
- 2.2.6 The Contractor shall provide the Department with the daily fluoride test results as contained on the monthly operating reports or well logs for a minimum of five (5) years. The Contractor shall email the monthly operating report or well log to the Department no later than the fifteenth (15<sup>th</sup>) of the month following the month in which the tests were conducted. The Department will use the daily fluoride test results for public health data collection and reporting.
- 2.2.7 Once the Department approved workplan is completed, the contractor shall maintain the level of fluoride in the water system within the recommended operating range of 0.6 to 1.0 milligrams per liter, targeting for the optimal level of 0.7 milligrams per liter.
- 2.2.8 The Contractor shall maintain the water fluoridation and testing equipment to keep the fluoridation system operational beyond the contract period for a minimum of five (5) years, unless required to stop by federal, state or local statutes.
- 2.2.9 The Contractor shall complete a Department provided final report, within 30 days of the workplan completion. The report shall include pictures of the work that occurred in the treatment or distribution or well house through the contract and all back-up equipment and supplies purchased.
- 2.3 Other Recordkeeping Requirements:**
- 2.3.1 **Publicity:** Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

- a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).

2.3.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

2.3.3 Contract Monitoring: The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the Contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the Contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the Contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the state agency.

2.3.4 Retention of Records and Documents: Unless specified in writing as a shorter period of time, the Contractor shall preserve and make available with no limitation all books, documents, papers, and records involving transactions related to the contract for a period of ten years from the date of the cancellation, expiration, or termination of the contract. Records and supporting documentation under audit or involved in litigation shall be kept for two years following the conclusion of the litigation or audit. During the contract period, access to these items shall be provided through a vehicle specified by the state agency. During the post contract period delivery and access to these items shall be at no cost to the state agency.

2.3.5 Records: The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with accepted standard accounting principles or International Financial Reporting Standards (IFRS).

- a. Once annually, or otherwise as reasonably required by the state, the Contractor shall make all such records, books, and other documents relevant to the contract available to the state, its designees, and the Missouri State Auditor in a commercially reasonable format acceptable to the state at all reasonable times during the term of the contract and for five (5) years after the cancellation, expiration, or termination of the contract or for any longer period of time required by law. The state will provide a minimum of fourteen (14) calendar days' notice and will coordinate with the Contractor regarding the scope of the audit.
- b. The Contractor shall permit the Missouri State Auditor's Office, federal auditors and authorized representatives of the State of Missouri to perform an independent audit or examine, copy, or investigate any of the Contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the Contractor only for services performed under the contract. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by auditors shall not be paid by the state and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception by any legal procedure.
- c. The state shall not designate any individual, entity, or firm to conduct the audit that is a competitor of the Contractor. Any audit conducted or records reviewed under this provision shall be limited to services provided to State of Missouri and shall not require the Contractor to disclose information pertaining to any other customer or client of the Contractor.
- d. The services required herein are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in the American Institute of Certified Public Accounts (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by the Contractor directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance. The Contractor shall maintain a copy of the work products for documentation purposes for the AICPA.

**2.4 Budget and Allowable Costs:**

- 2.4.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs for buying and installing a tank liner for a large fluoride bulk tank.
- 2.4.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 2.4.3 The Contractor shall follow competitive procurement practices.

**2.5 Electronic Funds Transfer, Invoicing, and Payment Requirements:**

2.5.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.5.2 Invoicing: The Contractor shall submit itemized invoices quarterly. Invoices shall be due by the fifteenth (15<sup>th</sup>) day of the month following the quarter in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the state agency.

- a. The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form and submit the invoice and reports electronically to: [OralHealth@health.mo.gov](mailto:OralHealth@health.mo.gov).
- b. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration.
- c. The Contractor shall submit back-up documentation (third-party vendor invoices, a copy of the check if paid by check, etc.) with each invoice.

- d. The invoice number will be listed on the state's EFT amendment record to enable the Contractor to properly apply state payments to invoices. The Contractor must comply with all other invoicing requirements stated herein.
- e. The Contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.5.3 Payment:

- a. Payments are due upon receipt of a valid itemized invoice, payable in 30 calendar days. All invoices for supplies and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- b. The Contractor shall submit the final itemized invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- c. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- d. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>.

2.5.4 If the state agency denies a request by the Contractor for payment or reimbursement, the state agency will provide the Contractor with written notice of the reason(s) for denial.

2.5.5 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

2.5.6 If the Contractor is overpaid by the state agency the Contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

- 2.5.7 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.Vendorservices.mo.gov/Vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 2.5.8 Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the Contractor.

**\*\*\*END OF SCOPE OF WORK SECTION\*\*\***

**3. TERMS AND CONDITIONS SECTION**

**3.1 Applicable Laws and Regulations:**

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The Contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and Department.

**3.2 Non-Discrimination and Affirmative Action:**

3.2.1 The Contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

**3.3 Americans with Disabilities Act:**

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

**3.4 Business Registration:**

3.4.1 The Contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

**3.5 Elected or Appointed Officials and Employees:**

3.5.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**3.6 Indemnification:**

3.6.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

**3.7 Legal Proceedings:**

3.7.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

3.7.2 The Contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.7.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any Vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

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**3.8 Invoicing and Payment:**

3.8.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

**3.9 Non-Appropriation of Funds:**

3.9.1 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

**3.10 Work Outside the United States:**

3.10.1 Unless work outside the United States is prohibited, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

**3.11 Open Records:**

3.11.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

**3.12 Record Access:**

3.12.1 The Contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

**3.13 Taxes:**

3.13.1 The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a Vendor that does not meet the conditions of section 34.040.7, RSMo.

\*\*\*\*\*END OF TERMS AND CONDITIONS SECTION\*\*\*\*\*

**4. GENERAL CONTRACTUAL REQUIREMENTS SECTION**

**4.1 Contract Amendment:**

4.1.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the Contractor and the Department prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

**4.2 Renewals:**

4.2.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

**4.3 Termination for Convenience:**

4.3.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

- a. State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- b. A change in federal or state law relevant to this contract occurs; or
- c. A material change of the parties to the contract occurs; or
- d. By request of the Contractor.

4.3.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

- a. The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- b. The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

4.3.3 The Contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**4.4 Cancellation for Breach of Contract:**

- 4.4.1 In the event of material breach of the contractual obligations by the Contractor, the Department may cancel the contract. At its sole discretion, the Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Department, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the Contractor must provide the Department within ten (10) state business days from notification a written plan detailing how the Contractor intends to cure the breach.
- 4.4.2 If the Contractor fails to cure the breach or if circumstances demand immediate action, the Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.4.3 If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 4.4.4 The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

**4.5 Contractor Liability:**

- 4.5.1 The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
  - a. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

- b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

**4.6 Insurance:**

4.6.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

4.6.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

**4.7 Single Point of Contact and Responsibility:**

4.7.1 The Contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

**4.8 Contractor Status:**

4.8.1 The Contractor shall be considered an independent Contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The Contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

**4.9 Subcontractors:**

- 4.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the Contractor.
- 4.9.2 The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.9.3 The Contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
- 4.9.4 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 4.9.5 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

**4.10 Coordination:**

- 4.10.1 The Contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the state agency throughout the effective period of the contract.

**4.11 Monitoring:**

- 4.11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

4.11.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

**4.12 Inventions, Patents, and Copyrights:**

4.12.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

**4.13 Confidentiality and Security Documents:**

4.13.1 Neither party shall disclose or use any confidential information of the other party, except as reasonably necessary to perform its obligations or to exercise its rights pursuant to the contract or with the other party's prior written permission.

4.13.2 If required by the state, the Contractor must sign specific documents regarding confidentiality, security, or other similar documents that align with the confidentiality and security terms in the contract upon request, concerning the services provided for in the contract, and are consistent with the terms of the contract. The Contractor shall have the opportunity to review, discuss, and approve the documents the Contractor must sign prior to signature. The Contractor shall ensure that its personnel, its subcontractors, and its subcontractors' personnel adhere to the confidentiality and security required by the contract. Failure of the Contractor to sign such documents absent a good faith basis may be considered a breach of contract and subject to the cancellation provisions of this document.

4.13.3 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone

other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

- a. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's/provider's subcontractors and employees.
- b. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

4.13.4 The Contractor shall agree that the state agency utilizing the Contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the Contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the Contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the Contractor shall be required to sign a Business Associate Agreement provided by the using state agency.

4.13.5 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri Law.

4.14 **Force Majeure:**

4.14.1 Neither the state nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or Contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any

Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

**4.15 Actions, Suits, or Proceedings:**

4.15.1 The Contractor must notify the State of Missouri immediately if the Contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on Contractor's ability to fulfill the obligations under the contract. The Contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.15.2 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Department immediately.

**4.16 Conflict of Interest:**

4.16.1 The Contractor agrees that during the term of the contract neither the Contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

**4.17 Remedies and Rights:**

4.17.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.

4.17.2 The Contractor understands and agrees that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

4.17.3 The Contractor understands and agrees that the state reserves the right to consider the Contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

**4.18 Communications and Notices:**

4.18.1 Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the Contractor.

**4.19 Survivability of Terms:**

4.19.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

**\*\*\*END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION\*\*\***

**5. VENDOR SUBMISSION INFORMATION SECTION**

**5.1 Compliance with Requirements, Terms and Conditions:**

5.1.1 The Contractor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those herein and the contractual requirements.

5.1.2 **Business Compliance Requirements:** Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, Contractors are encouraged to IMMEDIATELY begin securing these verifications. In order to be considered eligible for award of a contract, the Contractor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Contractor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission may result in delays for the award of a contract. In order to verify the Contractor's compliance, the state will review the Contractor's response to the following Business Compliance Exhibits:

a. **General Business Compliance -** The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the Contractor shall remain in compliance with such laws for the duration of the resulting contract. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- 1) Taxes (e.g., city/county/state/federal)
- 2) State and local certifications (e.g., professions/occupations/activities)
- 3) Licenses and permits (e.g., city/county license, sales permits)
- 4) Insurance (e.g., worker's compensation/unemployment compensation)

b. Each response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

**\*\*\*\*END OF SUBMISSION INFORMATION SECTION\*\*\*\***

**ATTACHMENT A  
CERTIFICATIONS AND SPECIAL PROVISIONS**

The Contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in herein.

1. Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The Contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal Department or agency pursuant to 2 CFR Part 180, or any other applicable law.
  
2. Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
  - a. The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through the contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
  
3. Stevens Amendment - The Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the Contractor shall clearly state the following:
  - a. The percentage of the total costs of the program or project that will be financed with federal money;
  - b. The dollar amount of federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
  
4. Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The Contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.

- a. Notwithstanding subparagraph 1 of this section, in the event the Contractor is a university and intends to create a scholarly publication using materials created for the Department under this project, the Contractor shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Contractor will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Contractor shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c).
5. **Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements -** The Contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying -** The Contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
  - a. The Contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. The Contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
  - c. The Contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local

legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

e. 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 any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying" in accordance with its instructions.

1) The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

a) Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

2) 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

7. Drug Free Workplace Act - The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services  
Division of Administration, Grants Accounting Unit  
P.O. Box 570  
Jefferson City, Missouri 65102-0570

8. Pro-Children Act - The Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
    - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
  - b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
  - c. The Contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
  - d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
9. Contractor Whistleblower Protections:
- a. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for

“whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- b. The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

10. Human Rights and Affirmative Action:

- a. The Contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
  - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
  - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
  - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;
  - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
  - 6) Genetic Information Non-Discrimination Act (GINA)

- 7) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
  - 8) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, the Contractor shall have and maintain an affirmative action program that shall include:
- 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - 2) The identification of a person designated to handle affirmative action;
  - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  - 4) The exclusion of discrimination from all collective bargaining agreements; and
  - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a Contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

11. **Clean Air Act and Federal Water Pollution Control Act - The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).**

## FISCAL NOTE

### BOARD BILL NUMBER 2

Preparer's Name Cheryl Campbell

Phone Number or Email Address (will be available publicly) campbellch@stlouis-mo.gov

Bill Sponsor Aldерwoman Anne Schweitzer

|                           |   |
|---------------------------|---|
| <b>Bill Synopsis:</b>     | <i>An ordinance recommended by the Board of Estimate and Apportionment authorizing the City of St. Louis Water Division to accept Community Water Fluoridation Equipment Repair and Replacement funding; appropriating said funds; authorizing the expenditure of such funds, to the extent received; authorizing contracts and other documents to expend such funds, to the extent received; and containing an Emergency Clause.</i> |
| <b>Type of Impact:</b>    | <i>Neutral (Grant-Funded; No Net Fiscal Impact to City)</i>   |
| <b>Agencies Affected:</b> | <i>Water Division</i>   |

#### SECTION A

#### Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? \_\_\_ Yes \_\_\_ X No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? \_\_\_ Yes \_\_\_ X No
- A commitment of city funding in the future under certain specified conditions? \_\_\_ Yes \_\_\_ X No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? \_\_\_ Yes \_\_\_ X No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? \_\_\_ Yes \_\_\_ X No
- A capital improvement project that increases operating costs over the current adopted city budget? \_\_\_ Yes \_\_\_ X No

(01/2017)

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years?  Yes  No

**If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.**

**SECTION B**

- Does the bill require the construction of any new physical facilities?  Yes  No

- If yes, describe the facilities and provide the estimated cost:

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- Is the bill estimated to have a direct fiscal impact on any city department or office?  Yes  No

- If yes, explain the impact and the estimated cost:

*The bill authorizes the acceptance and appropriation of up to \$25,000 in grant funding from the Missouri Department of Health and Senior Services for fluoridation equipment repair and replacement. The fiscal impact is limited to the receipt and expenditure of grant funds and does not require the use of City general revenue funds.*

- Does the bill create a program or administrative subdivision?  Yes  No

- If yes, then is there a similar existing program or administrative subdivision?

Yes  No

- If yes, explain the how the proposed programs or administrative subdivisions may overlap:

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- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

*No ongoing annual operating, equipment, or maintenance costs to the City are identified in the Board Bill language beyond the use of grant funds. All expenditures are supported by the Community Water Fluoridation Equipment Repair and Replacement funding, up to \$25,000, provided by the Missouri Department of Health and Senior Services.*

**Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.**

| <b>Financial Estimate of Impact on General Fund</b>  |                                |                      |                      |
|--|--------------------------------|----------------------|----------------------|
| <b>Fiscal Impact</b>                                 | <b><u>Year 1 (current)</u></b> | <b><u>Year 2</u></b> | <b><u>Year 3</u></b> |
| <b>Additional Expenditures</b>                       | \$0                            | \$0                  | \$0                  |
| <b>Additional Revenue</b>                            | \$0                            | \$0                  | \$0                  |
| <b>Net</b>   | \$0                            | \$0                  | \$0                  |
| <b>Financial Estimate of Impact on Special Funds</b> |                                |                      |                      |
| <b>Fiscal Impact</b>                                 | <b><u>Year 1 (current)</u></b> | <b><u>Year 2</u></b> | <b><u>Year 3</u></b> |
| <b>Additional Expenditures</b>                       | \$25,000                       | \$0                  | \$0                  |
| <b>Additional Revenue</b>                            | \$25,000                       | \$0                  | \$0                  |
| <b>Net</b>   | \$0                            | \$0                  | \$0                  |

- Describe any assumptions used in preparing this fiscal note:

*This fiscal note assumes that grant funding will not exceed \$25,000 as stated in the Board Bill and that expenditures will not exceed funds received. It is further assumed that all costs associated with the fluoridation equipment repair and replacement will be fully supported by the grant and will not require additional City funding. No long-term financial obligations are specified in the Board Bill language.*

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

*Board Bill language and attached Program Services Contract; Missouri Department of Health and Senior Services grant documentation; City of St. Louis Water Division.*

- Have the financial estimates of this bill been verified by the City Budget Division?  Yes  No
  - If yes, by whom? \_\_\_\_\_ .

**Summary**  
**Board Bill Number 11**  
**Introduced by Alderwoman Shameem Clark Hubbard**  
**May 1, 2026**

The bill directs the Director of Streets to install speed humps pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394 to calm the flow of traffic on the 5100 block of Vernon Ave.

**BOARD BILL NUMBER 11 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK HUBBARD**

1 Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an  
2 ordinance directing the Director of Streets to install speed humps to calm the flow of  
3 traffic on 5100 block of Vernon Avenue in the 10<sup>th</sup> ward.

4 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:**

5 **SECTION ONE.** Pursuant to **Ordinance Number 70333** as amended by **Ordinance**  
6 **Number 71394** the Director of Streets is hereby directed to install speed humps to calm  
7 the flow of traffic on 5100 block of Vernon Avenue in the 10<sup>th</sup> ward as follows:

8 1. Speed Humps shall be installed on the 5100 Block of Vernon Avenue.

**Board Bill Number 11**  
**Exhibit A**

