



## CITY OF CHESTERFIELD

### Public Health & Safety Committee Meeting

May 18, 2021

5:30 PM

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes  
February 24, 2021
- IV. Selection of Vice-Chair and Council Liaison to Police Personnel Board  
The Committee will select a Vice-Chair for the PH&S Committee, and a Council Liaison for the Police Personnel Board
- V. City of Chesterfield – Title VI Plan  
The Committee will consider a Resolution adopting a Policy Statement addressing the City's Title VI Plan.
- VI. Assignment of Officer to St. Louis County Fusion Center  
The Committee will review a contractual agreement to assign a Chesterfield Police Officer to the St. Louis County Fusion Center as an Intelligence Analysis; all salary and benefit expenses to be covered by the agreement.
- VII. Parkway School Dist. SRO Agreement  
The Parkway School District is requesting a modification to the current SRO Letter of Agreement by adding a "liability disclaimer" in the event of certain occurrences.
- VIII. Quarterly Update – Crime Reduction/Prevention Strategy  
Chief Johnson will provide an update to the Departments Crime Reduction/Prevention Strategy
- IX. Next Meeting
- X. Adjourn

MINUTES  
PUBLIC HEALTH & SAFETY COMMITTEE MEETING  
FEBRUARY 24, 2021



Via Zoom

I. The meeting was called to order at 5:30 PM by Chairperson Councilmember Ben Keathley.

II. Roll Call:

Councilmember Ben Keathley, Ward II, Chairperson, Councilmember Mary Monachella, Ward I. Councilmember Dan Hurt, Ward III, Councilmember Tom DeCampi, Ward IV, Councilmember Mary Ann Mastorakos, Ward II, Councilmember Michael Moore, Ward III, City Administrator Mike Geisel, Chief Ray Johnson, Captain Michael Thompson, Captain Cheryl Funkhouser, Captain Dan Dunn.

III. Approval of Minutes

The Committee members reviewed the minutes of the December 9, 2020 meeting. Councilmember Hurt motioned and Councilmember Monachella seconded to approve the minutes. The motion carried 3-0 (Councilmember DeCampi logged into the meeting at 5:35 PM and was unavailable for the motion on the minutes.)

IV. Rivers Edge Park

Chief Johnson noted that concerns had been expressed at the last PH&S meeting about residents walking at the Rivers Edge Park hearing gun shots. Chief Johnson confirmed that there were no shots fired from the Police Department firing range.

Chief Johnson informed the Committee members that hunting is legal on land north of the levee and that hunting is allowed within the City on property of ten (10) acres or more with the permission of the land owner, and in compliance with Missouri Department of Conservation hunting regulations. Councilmember Moore asked the name of the adjacent land owners. Chief Johnson mentioned Mr. Andrew Brown, but did not know the other. The shots could also be coming from land across the river from neighboring St. Charles County.

Chief Johnson presented plans for additional signage for the adjacent private property alerting hunters that the park area is nearby (this would require the property owner's agreement). The City's sign shop would make the signs. Councilmember Hurt suggested the signs alert people that they are leaving park property, and Councilmember Monachella suggested signs also note dates of hunting seasons. Chief Johnson advised that there are multiple hunting seasons and the dates change annually.

The committee concurred with Chief Johnson's recommendation for the signage, and the Department will proceed with contacting property owners to seek approval and will install signs if agreeable.

V. Authorized Deer Hunts

- A. Chief Johnson reported that the City had received an anonymous complaint that contiguous property owners had not been notified of bow hunting. This complaint was investigated and determined to be “unfounded”: All records on file at the Police Department indicated that proper notification had been made by the Suburban Deer Hunters.
- B. During past bow hunting seasons hunters and/or property owners have been required to notify contiguous property owners of hunting. The Public Health & Safety Committee directed at their last meeting, that the contiguous property notification form be modified to include a signature acknowledgement from the property owner and a copy retained with the other paperwork required for hunting. It was understood that an attempt to obtain the signature is required, but in some instances, the contiguous property owners will refuse to sign the form. The suggested form for notification has been revised and now provides for the signature of the contiguous property owner(s). This change was completed after the close of the 2020-2021 archery deer season and will be implemented for the 2021-2022 archery season.

Chief Johnson indicated that he had spoken with the Suburban Deer Hunters representatives, and they indicated that the regulations were impractical and they would be unable to comply as they are currently proposed.

Chief Johnson expressed his opinion that the City is over-regulating this activity. He reminded the committee that half of the community wants to cull the herd, while the other half wants to feed and protect the deer. In his opinion, the current notification requirements creates conflicts and complaints. Further, the notification is ineffective, as it often requires notification of property owners who are unlikely to be impacted or even aware of the hunting activity, and in other cases the notice requirements doesn't necessarily notify properties in the vicinity that might be impacted. He suggested that the notification requirements be modified so that only property owners impacted by deer retrieval or tracking be required.

Discussion ensued regarding notification. City Administrator Geisel reminded the committee that the City establishes the requirement for notification, but the City could not attest that the notifications have actually occurred. The City relies on the attestation of the hunter on the form submitted, but the City is not able to independently make that assurance. He concurs with Chief Johnson that the notification requirements are onerous and ineffective as currently required, but if the City Council desires to ensure the notifications occur, the only way the City could make such assurance would be to send the notices ourselves.

The Committee members voiced concerns regarding who is responsible for the notification, especially when properties are contiguous to common ground. Recently a hunter tracked a deer who had been shot by a bow hunter and wandered away. The hunter followed the deer tracks through common ground that was between two subdivisions. Residents bordering the common ground were upset at seeing the hunter tracking the animal. Discussion continued regarding who is responsible for notification to property owners that border common ground areas.

Councilmember Keathley suggested that the staff work on a better process for notification and Councilmember DeCampi agreed. The entire Committee voiced the directive that a copy of the notification letter sent by the hunter be kept on file along with a listing of those addresses to which the notifications were sent. This will be reviewed at an upcoming meeting of the Public Health & Safety Committee with plans to implement these processes during the next bow hunting season (September 15, 2021 through January 15, 2022).

#### VI. Crime Reduction/Prevention Strategy

Chief Johnson updated the Committee on the Chesterfield Police Department's Crime Reduction/Prevention Strategy that was implemented June, 2020. He reviewed the twelve specific strategies identified. It is still early for measurable results and any numerical metrics would be skewed by the impacts of the COVID pandemic. Therefore, additional updates will be provided at future Public Health & Safety Committee meetings. The Automatic License Plate Recognition system has been purchased and is now operational. Full custodial arrests on all repeat offenders is now Department policy.

Other items were discussed such as anti-theft actions. Councilmember Hurt asked if a "bait" car is being utilized. Chief Johnson noted that "bait" items are being used and a process for their use is in place.

Councilmember DeCampi asked if the Prosecuting Attorney had been directed to end plea bargaining when dealing with repeat offenders. Chief Johnson advised the Committee that this particular aspect of the strategy had been discussed and Mr. Engelmeyer was in agreement with not plea-bargaining cases involving repeat offenders. However, since the court has been limited to virtual trials due to the COVID-19 pandemic, the strategy has not been fully implemented, nor has there been an opportunity to gauge compliance with the intent of the strategy.

#### VII. Regional Computer Crimes Enforcement and Education Group (RCCEEG)

Chief Johnson described the Regional Computer Crimes Enforcement and Education Group (RCCEEG) as the task force that does detailed forensic investigation of electronic equipment and cell phones. The Chesterfield Police Department is a member of this organization which enables the Department to seek assistance during an investigation. Membership dues for this organization are \$9,000.00 yearly. RCCEEG has informed the Chesterfield Police Department that a member of their organization is retiring and has invited the Chesterfield Department to place an officer into the organization. Not only would RCCEEG compensate the City of Chesterfield for the officer's salary and benefits, but the annual membership fee would be waived. Chief Johnson advised the Committee that participation in RCCEEG in this manner would be beneficial to the City. He also informed the Committee that the training the officer receives during his/her tenure with the organization will enable RCCEEG to continue this extremely important service to local law enforcement. The City of Chesterfield routinely uses this service and having a Chesterfield Officer embedded in the organization would be convenient and beneficial. Councilmember Monachella motioned and Councilmember DeCampi seconded to allow the placement of an officer to the Regional Computer Crimes Enforcement and Education Group. Upon discussion, Councilmember Hurt voiced concern regarding the

length of time for the assignment and recommended that Chief Johnson consider a definitive time for the assignment. The motion carried 4-0.

VIII. Proposed Policy Revision – Street Closures for Athletic Events/Runs, etc.

Chief Johnson submitted a proposed policy revision amending the current City Policy dealing with Street Closures for Athletic and other events. Currently the policy does not allow any street closures unless the City is involved in, or sponsoring or co-sponsoring the event. The amended policy would allow exceptions to allow flexibility consistent with the City's community policing practices.

Proposed wording:

“Therefore, the City will make every effort to limit such road closures, event locations, and the duration of events, and will take other reasonable and necessary measures to avoid, or minimize, any potential negative impact to the general public. To minimize a potential negative impact, the City may deny some requests for approval of an event, or may require relocation of the route(s) or event location(s).”

This flexibility would allow subdivisions to have July 4th parades, some block parties that are held in cu-de-sacs, religious processions, etc. within reasonable limitations.

Councilmember DeCampi motioned and Councilmember Keathley seconded to recommend approval of this amended policy.

Upon discussion, subdivision indemnifications were discussed and Councilmember Hurt recommended that coordination with trustees be added to the policy.

Councilmember Hurt motioned and Councilmember DeCampi seconded to recommend approval of the amended policy with the addition of wording such as: “including coordination of any subdivision events with trustees”. The motion carried 4-0.

City Administrator Geisel noted that action items from this meeting will not be included on the agenda for the March 1st Council meeting due to time and notice constraints, but they will be included on the March 15th City Council meeting agenda.

Having no further business. The meeting adjourned at 7:03 PM.

**EXHIBIT A**  
**City of Chesterfield Title VI Plan – Policy Statement**  
**(see attached)**

5

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A PROPOSAL FOR A POLICY ADDRESSING PROVISIONS COVERED UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND EXECUTIVE ORDER 13166; PROVIDING A GRIEVANCE PROCEDURE; AND AUTHORIZING SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF**

**WHEREAS**, the City of Chesterfield, Missouri (the “City”), in order to continue to be eligible to receive Federal Grant funding, is required to assure that no person is discriminated against by the City on the grounds of race, color, national origin, or gender; and

**WHEREAS**, adopting a Title VI Policy provides a clear method of resolving any grievances brought against the City and is a positive, proactive first step to prevent such grievances from ever occurring;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:**

Section 1. The Title VI Policy attached hereto and incorporated herein as Exhibit A is approved.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
CITY CLERK

## **City of Chesterfield Title VI Plan – Policy Statement**

Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; &  
Executive Order 13166 - Limited English Proficiency

The City of Chesterfield assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259) (Title VI), or because of a disability, as provided by the Americans with Disabilities Act (ADA), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that reasonable effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. The City includes Title VI and ADA language in all written agreements with sub-recipients, contractors and consultants and will monitor programs and activities for compliance.

Any individual or group may file a written complaint with the City's Title VI Coordinator using the contact information below.

City Clerk  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
Phone 636-537-3000  
Fax 636-537-4798

Any complaint filed with the City's Title VI Coordinator must include an individual or group's contact name, address, phone number, date(s) and nature of the alleged discrimination. Please note that laws enforced by this City prohibit retaliation or intimidation against any individual or group for action taken or participation in actions to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint, please contact the Title VI Coordinator listed above.

### **Complaint Procedure:**

1. A written complaint must be filed with the Title VI Coordinator within one hundred eight (180) days of the date alleged discrimination occurred.
2. Within fifteen (15) days of receiving a complaint, the Title VI Coordinator will send a written acknowledgement to the complainant advising that the complaint will be investigated and forward the complaint to the appropriate State or Federal agency if required.
3. The Title VI Coordinator, in consultation with the City Administrator, will appoint one or more on staff reviewers to investigate the complaint. The reviewer(s) will complete the



review within forty-five (45) days after the City received the complaint and will make a recommendation about the merits of the complaint and, if necessary, what steps will be taken to address the complaint.

4. The reviewer(s) will forward the recommendation to the City Administrator for review and concurrence. If the City Administrator concurs the City will issue a response to the complainant(s) and any respondent(s), if applicable. (A respondent may be any sub-recipient, consultant or contractor named in the complaint.)
5. If the complainant disagrees with the response, he or she may request reconsideration by submitting a request within fifteen (15) days after receipt of the response. Any affected party may submit information and/or documentation in writing to the Title VI Coordinator in support of their request for reconsideration of the recommendation. Upon review of the additional information and documentation, the Title VI Coordinator and the City Administrator will then have thirty (30) days to either reaffirm or reverse the original recommendation and provide notice to the complainant and respondent. If neither party requests reconsideration, the recommendation becomes final.
6. If the final recommendation or reconsideration supports the allegation(s), the Title VI Coordinator will attempt to negotiate an amicable settlement of the issues in dispute. Formal, written settlement agreements will require the review of the City Administrator prior to execution and will require the signatures of the parties, Title VI Coordinator, and City Administrator.
7. If the Complainant is dissatisfied with the City's resolution of the complaint, he or she may also submit a written complaint to the state or appropriate federal agency in accordance with the requirements of the state or federal agency.

NOTE: Complaints with federal agencies must be filed within one hundred eighty (180) days after the alleged discrimination occurred. Prompt action after receiving the City's final response is necessary to ensure review by state or federal agencies.

**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS  
TITLE VI QUESTIONNAIRE**

**PRE-CONTRACTING STAGE  
SUB-RECIPIENT**

**6**

**Grant #**

**Sub-Recipient Name**

20U005-FCFUNDSCFIELD - SLFC Personnel - Strategic Intelligence Analyst

City of Chesterfield, Misso

As a recipient / sub-recipient of Federal grant funding, East-West Gateway ("EWG") is required to ensure that all of its sub-recipients on each of its projects are in compliance with Title VI of the Civil Rights Act of 1964 ("Title VI") and the rules, regulations, and executive orders that govern compliance with Title VI. To ensure that sub-recipients receiving funding from EWG are in compliance with these requirements, your organization must ensure that all additional materials to Staci Alvarez, Grant/Contract Compliance Administrator (contact information provided below).

Previously vetted by City  
Attorney and City  
Administrator

**You should be aware that submitting this form is required by your sub-award with EWG and that EWG will not approve payment if any required additional information is submitted.**

Staff	Phone / Fax #s	Mailing Address
Royce Bauer Title VI Coordinator	Staci Alvarez Grant/Contract Compliance Administrator staci.alvarez@ewgateway.org	(314) 421-4220 (MO) (618) 274-2750 (IL) (314) 231-6120 (Fax) East-West Gateway Council of Governments 1 S. Memorial Dr., Suite 1600 St. Louis, MO 63102

**PART 1: TITLE VI PLAN & COMPLAINT PROCEDURE**

- Does your organization have a Title VI Plan?  YES  NO
- Does your organization's Title VI Plan include each of the following:
  - A Public Involvement / Engagement Plan?  YES  NO  N/A
  - A Limited English Proficiency Plan?  YES  NO  N/A
  - A Title VI Complaint Procedure?  YES  NO  N/A
- Is a copy of the Title VI Plan & Complaint Procedure attached to this questionnaire or is a link to an on-line version provided below?  YES  NO  N/A  
 Attached  Link to on-line version

*If your organization does not have its own Title VI Plan or Title VI Complaint Procedures, then it is required to follow EWG's Title VI Plan and Title VI Complaint Procedures.*

- Do you have a copy of EWG's Title VI Plan and Title VI Complaint Procedures?  YES  NO  N/A

**PART 2: TITLE VI COMPLAINTS**

- In the past three (3) years has your organization had a Title VI complaint filed against it?  YES  NO  
*You must provide information about EACH complaint, to include: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome. Please use page 3 of this questionnaire or equivalent to provide this information.*
- Is the information regarding each complaint attached to this questionnaire?  YES  NO  N/A

**PART 3: NON-DISCRIMINATION POLICY & STATEMENT**

- Does your organization have a non-discrimination policy that is incorporated into a Statement of Non-Discrimination?  YES  NO  
 (a) Is a copy of the policy attached to this questionnaire or is a link to an on-line version of the policy provided below?  YES  NO  N/A  
 Attached  Link to on-line version

*If your organization does not have its own non-discrimination policy / Statement of Non-Discrimination, then it is required to follow EWG's policy / statement.*

- Do you have a copy of EWG's non-discrimination policy / Statement of Non-Discrimination?  YES  NO  N/A

*You can find a copy of EWG's policy on its website at [www.ewgateway.org/about-us/what-we-do/title-vi/](http://www.ewgateway.org/about-us/what-we-do/title-vi/) or by contacting the Grant/Contract Compliance Administrator listed above.*

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS  
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE  
SUB-RECIPIENT

Grant #

20U005-FCFUNDSCFIELD - SLFC Personnel - Strategic Intelligence Analyst

Sub-Recipient Name

City of Chesterfield, Missouri

PART 4: CIVIL RIGHTS AND/OR TITLE VI COORDINATOR

1. Does your organization have a person employed for it that is responsible for handling civil rights issues or a Title VI Coordinator?  YES  NO
2. Please provide the following information about the Civil Rights or Title VI Coordinator:

Name Vickie McGownd

Title City Clerk

Address City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017

Phone # 636-537-6716

E-Mail vmcgownd@chesterfield.mo.us

PART 5: SUBCONTRACTING, LEASING & PURCHASING

1. Does your organization have a federally compliant, competitive procurement process?  YES  NO
- (a) Is a copy of your organization's procurement policy / procedures attached to this questionnaire or is a link to an on-line version of the policy / procedures provided below?  YES  NO  N/A
- Attached  Link to on-line version

*If your organization does not have its own federally compliant procurement process, then it is required to follow EWG's procurement process.*

2. Do you have a copy of EWG's procurement policy?  YES  NO  N/A

*You can obtain a copy of EWG's procurement policy by contacting the Grant/Contract Compliance Administrator listed on page 1.*

3. Does your organization plan to enter into subcontracts for the project?  YES  NO

In the space provided below, please describe how your organization obtained or plans to obtain the subcontractor's services or goods. If the subcontractors will be hired at a later date, then you must describe how your organization will competitively procure those services or goods.

N/A

*You must submit to EWG a copy of EACH subcontract so that EWG may review and approve it. Please contact the Grant/Contract Compliance Administrator listed on page 1 for instructions about when and how to submit a subcontract for review and approval.*

SIGNATURE OF AUTHORIZED REPRESENTATIVE

*By signing below, I certify that I am authorized to sign this questionnaire on behalf of my organization and that the information contained in this report is accurate and complete to the best of my knowledge.*

Name & Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS  
TITLE VI QUESTIONNAIRE

PRE-CONTRACTING STAGE  
SUB-RECIPIENT

Grant #

20U005-FCFUNDSCFIELD - SLFC Personnel - Strategic Intelligence Analyst

Sub-Recipient Name

City of Chesterfield, Missouri

Use this page to provide information about any Title VI complaints filed against your organization. For EACH complaint, please provide the following information: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome.

Attach additional sheets as needed.

N/A

**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS  
FINANCIAL ASSISTANCE SUB-AWARD AGREEMENT**

**1. Sub-Award Information**

(a) Grant #  (b) Project Name

(c) Project Description

(d) Sub-Award Performance Period (i) Start Date  (ii) End Date

(e) Total Sub-Award Amount (Grant + Match)  \*See Section 4 for information about funding sources.

(f) Is this a research and development (R&D) award?  Yes  No (g) Indirect costs allowed?  Yes  No

**2. Sub-Recipient Information**

(a) Name  (b) Address  (c) DUNS #

(d) Point of Contact (i) Name  (ii) Phone  (iii) Email

**3. EWG Point of Contact Information**

(a) Name  (b) Phone  (c) Email

**4. Funding Source Information**

(a) Funding Type	(b) Awarding Agency Name(s)	(c) CFDA Information	(d) \$ Amt.
<input type="text" value="Federal grant"/>	<input type="text" value="U.S. DHS, FEMA through MO Office of Homeland Security"/>	<input type="text" value="97.067 - Homeland Security Grant Program"/>	<input type="text" value="\$150,000.00"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
(e) Total Sub-Award Amount (Grant + Match)			<input type="text" value="\$150,000.00"/>

\*See Appendix II: Federal Award Information for information about each federal grant described in Section 4.

(f) Does this Sub-Award include the provision of equipment or supplies?  Yes  No

**5. The sub-recipient listed in Part #2 agrees to administer the Sub-Award in accordance with:**

(a) All applicable federal and state regulations and grant guidelines, including but not limited to:

2 CFR Part 200  Other Describe:

(b) Each of the following Appendices:

Appendix I: Sub-Recipient General Terms & Conditions, including Exhibit A: Sub-Recipient Special Terms & Conditions; Appendix II: Federal Award Information; Appendix III: Reserved - not applicable to the Sub-Award; and Appendix IV: Office of Homeland Security, Sub-Award Agreement

**6. The assistance described in this Sub-Award is hereby offered and accepted effective upon the signature of each parties' duly authorized official and on the first date indicated in Part #1(d) above.**

*East-West Gateway Council of Governments*

Name & Title  Signature \_\_\_\_\_ Date \_\_\_\_\_

*City of Chesterfield, Missouri*

Name & Title  Signature \_\_\_\_\_ Date \_\_\_\_\_

**Appendix I:  
Sub-Recipient General Terms & Conditions**

The following terms apply to the Financial Assistance Sub-Award Agreement (“Sub-Award”) entered into by the City of Chesterfield, Missouri (“Sub-Recipient”) and East-West Gateway Council of Governments (the “Council”) (together the “Parties”).

1. Definitions, Contents of the Agreement & Order of Precedence.

- a. *Definitions.* As used in this Appendix I: Sub-Recipient General Terms & Conditions, the terms and acronyms described in Paragraph 1, Parts (a)(i) – (vii) have the meanings provided below.
- i. **Agreement** means the Sub-Award and the appendices listed in Paragraph 1, Part (b).
  - ii. **CFR** means the Code of Federal Regulations.
  - iii. **DHS** means the U.S. Department of Homeland Security.
  - iv. **FEMA** means the Federal Emergency Management Agency.
  - v. **MoOHS** means the Missouri Office of Homeland Security.
  - vi. **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
  - vii. **Urban Area** means the St. Louis Urban Area that includes the bi-state, eight county St. Louis metropolitan area served by the Council that includes: city of St. Louis, Missouri and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri and Madison, Monroe, and St. Clair counties in Illinois.
- b. *Contents of the Agreement.* The Sub-Award consists of the terms expressed in the East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement and the Appendices listed in Paragraph 1, Part (b)(i) – (iv) (together the “Agreement”). The Appendices are each made a part of the Sub-Award and are incorporated by reference into the Sub-Award as though fully set forth in the Sub-Award. Sub-Recipient’s failure to adhere to the terms expressed in the Appendices may constitute a material breach of the Agreement, and the Council may take appropriate action against Sub-Recipient to ensure compliance with these provisions, as described in Paragraph 11, Part (b).
- i. Appendix I: Sub-Recipient General Terms & Conditions (“Appendix I”).
  - ii. Appendix II: Federal Grant Award Information (“Appendix II”).
  - iii. Appendix III – Reserved – not applicable to the Sub-Award.
  - iv. Appendix IV: Office of Homeland Security, Sub-Award Agreement (“Appendix IV”), which is incorporated into the Sub-Award only to the extent described in Paragraph 15, Part (a)(ii).
  - v. Exhibit A: Sub-Recipient Special Terms & Conditions (“Exhibit A”).

- c. *Order of Precedence.* In the event that any conflict or inconsistency arises among the provisions of the Sub-Award and the provisions of the Appendices, the documents shall have the following order of precedence:
    - i. Appendix I.
    - ii. Exhibit A.
    - iii. Sub-Award.
    - iv. Appendix IV.
    - v. Appendix II.
2. Performance Period.
- a. The performance period for the Agreement is the term described in the Sub-Award, Section 1, Part (d), unless:
    - i. the performance period is extended through mutual agreement of the Parties and the extension is requested and approved in accordance with Paragraph 10, or
    - ii. the Agreement is terminated.
  - b. Sub-Recipient understands that the Council’s grant funding period imposes strict time constraints for the project and that Sub-Recipient’s failure to make reasonable progress on the project during the performance period defined in Paragraph 2, Part (a) will be considered a material breach of the Agreement and the Council may suspend or terminate the Agreement without penalty to the Council.
  - c. Sub-Recipient shall notify the Council immediately if it will not complete its work within the performance period, but under no circumstances may Sub-Recipient notify the Council any later than thirty (30) calendar days before the expiration of the performance period. All notices provided under this Paragraph 2, Part (c) must be completed in accordance with Paragraph 16, Part (c)(i).
  - d. Sub-Recipient shall liquidate all financial obligations incurred under the Agreement no later than fifteen (15) calendar days after Sub-Recipient receives final payment from the Council.
  - e. Sub-Recipient shall not incur costs or obligate federal funds after the performance period end date noted in Paragraph 2, Part (a) for any purpose without first obtaining the Council’s express written consent.
3. Project Description & Scope of Work.
- a. *Project Description.* The Council is the recipient of a UASI grant from DHS through MoOHS to support local efforts to prevent terrorism and other catastrophic events in the Urban Area. As part of the UASI grant program, the Council will provide funds to Sub-Recipient to support personnel assigned to the St. Louis Fusion Center. The project governed by the Agreement includes the hiring of a person to serve as the Strategic Intelligence Analyst for the Urban Area. The Strategic Intelligence Analyst position will be responsible for collecting, processing and analyzing information and identifying

trends to share timely intelligence with federal, state, and local law enforcement entities. The personnel hired by Sub-Recipient shall perform the work described in Paragraph 3, Part (b).

- b. *Scope of Work.* Sub-Recipient shall hire one person to serve as the Strategic Intelligence Analyst who will perform the work described in Paragraph 3, Parts (b)(i) – (xv). Sub-Recipient’s personnel shall perform the work described in Paragraph 3, Parts (b)(i) – (xv) in a professional and technical manner, consistent with lawful procedures and standards that govern persons performing similar work, and in compliance with applicable local, state, and federal laws.
- i. Collect, process, and analyze information that is received from federal, state, local and private sector sources;
  - ii. Monitor local, national and international occurrences for situations that may impact the Urban Area;
  - iii. Research tactics, techniques, and procedures used by domestic / international terrorist groups;
  - iv. When appropriate, develop safety alerts / intelligence products / bulletins for the St. Louis UASI partners (i.e. local law enforcement, fire, emergency management, and public health agencies; hospitals; and federal / state law enforcement agencies; schools; private sector industry; etc.) that convey information to assist with the formulation of strategy, response or policy within the Urban Area, as it pertains to terrorism, crime, special events and/or hazards;
  - v. Actively participate in the daily operations of the Fusion Center during steady state and crisis state periods, providing support and information sharing to the Urban Area as well as federal, state and local partners. This support may include but not be limited to: case support, partner outreach, liaising, preparing and conducting presentations.
  - vi. Respond to requests for information that the Fusion Center receives from private sector, local, state, and federal sources;
  - vii. Interact with Federal law enforcement with respect to actions concerning the Urban Area;
  - viii. Interact and research “intelligence products” with other Fusion Centers in order to develop timely and accurate products;
  - ix. Interact with federal, state, and local law enforcement entities within the Urban Area and other areas and assist with investigative requests;
  - x. Analyze local crime / terrorism data in order to assist with the development of an accurate threat picture for the Urban Area;
  - xi. Analyze data received from Federal sources and determine its relevance to the Urban Area;



- xii. Interact with and share information with Critical Infrastructure Partners, the National Network of Fusion Centers, law enforcement agencies and other Fusion Center partners;
  - xiii. Research information contained on the Federal Bureau of Investigation's Terrorist Screening Center in order to discover known terrorist encounters that occur within the Urban Area;
  - xiv. Provide other information and assistance to the Fusion Center, as needed, in order to fulfill the Strategic Intelligence Analyst's duties.
  - xv. Attend analytical training as required by DHS, as well as continuing education through DHS, Federal Bureau of Investigation, and professional organizations.
4. Equipment & Supplies. The Agreement does not include the purchase of any equipment or supplies. Sub-Recipient is not permitted to purchase or procure any equipment or supplies to support the project without first obtaining the Council's express written approval. Any Council approval must be obtained in accordance with Paragraph 16, Part (c)(i).
5. Reimbursements / Payments, Audits and Reviews, Financial Management & Taxes.
- a. *Reimbursements / Payments.*
    - i. The Council shall reimburse Sub-Recipient for the eligible, actual, and allowable costs incurred for the work authorized in Paragraph 3, Part (b) and that is completed during the performance period described in Paragraph 2. The total reimbursement the Council provides under the Agreement for the work described in Paragraph 3, Part (b) will not exceed one hundred and fifty thousand dollars (\$150,000.00) for personnel costs (as "personnel costs" are defined in Paragraph 5, Part (a)(iii)(1)).
    - ii. Unless approved by the Council in writing and in advance, Sub-Recipient is responsible for any or all of the costs noted in Paragraph 5, Parts (a)(ii)(1) – (4). The Council may take appropriate action against Sub-Recipient to ensure that ineligible costs, unallowable costs, or unauthorized costs are not continually incurred including, but not limited to, suspending or terminating the Agreement. The Council is not obligated to reimburse Sub-Recipient for any of the following:
      - 1. costs incurred for any reason after the performance period ends,
      - 2. costs incurred for any reason for unauthorized tasks, milestones, work, services, etc.,
      - 3. costs incurred for any reason by subcontractors, subconsultants, consultants, vendors, etc. when Sub-Recipient procured / purchased the services or goods without adhering to the requirements stated in Paragraph 6, or

4. costs that are:
  - a. unallowable,
  - b. unreasonable,
  - c. not directly applicable to the work performed under the Agreement,
  - d. not accounted for in accordance with generally accepted accounting principles,
  - e. ineligible, or
  - f. as applicable, not accounted for in accordance with the Omni Circular and the administrative requirements of MoOHS's "Administrative Guide for Homeland Security Grants" and Information Bulletins that can be found at: <http://dps.mo.gov/dir/programs/ohs/grantstraining>, as these administrative requirements may be amended from time-to-time by MoOHS.
  
- iii. Under no circumstances will the Council make payments under the Agreement for unallowable costs, as defined in the Omni Circular or for costs deemed unallowable by MoOHS or DHS (which includes FEMA), or ineligible costs. Unallowable costs include, but are not limited to, charges for room services, laundry and dry cleaning charges, entertainment costs, and the cost of alcoholic beverages. Ineligible costs are those costs incurred for services or goods that were not procured / purchased in accordance with Paragraph 6 or were incurred for unauthorized tasks.
  1. **Eligible Personnel Costs Defined.** Eligible personnel costs are defined as the wages and the fringe benefits provided by Sub-Recipient to the person hired to perform the services defined in Paragraph 3, Part (b). Fringe benefits are those costs that meet the definition provided in the Omni Circular § 200.431 and are provided to the person hired to fill the Administrator position in accordance with Sub-Recipients's written policies / accounting practices. Any change to Sub-Recipient's fringe rate is subject to the Council's approval and the Council, in its sole discretion, may cap Sub-Recipient's fringe rate. The Council may also, in its sole discretion, withhold payments to Sub-Recipient for its fringe costs if Sub-Recipient does not submit the required documentation as described in Paragraph 5, Part (a)(iv)(6)(c). Indirect costs are not eligible personnel costs and are not authorized for reimbursement under the Agreement. Unless authorized by the Council in writing and in advance, overtime costs are not eligible personnel costs and are not authorized for reimbursement under the Agreement.

- iv. Except as described in Paragraph 5, Part (a)(vi), Sub-Recipient shall submit a written invoice to the Council once per month and by the twentieth (20<sup>th</sup>) calendar day of the month. Sub-Recipient shall submit its invoice to the Council via mail to the address provided in Paragraph 5, Part (a)(vii). Sub-Recipient's invoice must, at a minimum, include each of the following:
1. The billing period.
  2. An accounting of the personnel costs incurred during the billing period (e.g. the hours worked, total labor costs incurred, etc.).
  3. Charges for fringe costs incurred during the billing period. These costs may be billed as separate line items or included as part of the hourly rate; however, if Sub-Recipient includes fringe as part of its hourly rate, it must provide documentation that shows how the burdened hourly rate was calculated.
  4. If necessary, an adjustment for amounts due because of a change in Sub-Recipient's fringe rate. Sub-Recipient must bill the Council for its then-current fringe rate and throughout the performance period, Sub-Recipient must make adjustments in order to keep the rate in compliance with Sub-Recipient's current, approved rate.
  5. The total amount due to Sub-Recipient for the billing period.
  6. Back-up documentation as follows:
    - a. a time sheet for each person listed on the invoice and for each pay period covered by the invoice,
    - b. a payroll register for each person listed on the invoice. The payroll register must cover the pay period reflected on the time sheets that Sub-Recipient submits with the invoice, and
    - c. documentation to substantiate Sub-Recipient's fringe rate. Examples of acceptable documentation include, but are not limited to the items described in Paragraph 5, Parts (a)(iv)(6)(c)(i) – (iii). If Sub-Recipient cannot produce one of the types of documentation described below, Sub-Recipient may request that the Council accept / approve a different type of documentation by submitting a request to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
      - i. A detailed break-down of the items included in Sub-Recipient's fringe rate calculation and the dollar amount or rate/percentage associated with each item.
      - ii. A copy of or internet link to Sub-Recipient's cost allocation plan, as the plan pertains to the calculation of fringe benefits Sub-Recipient is billing to the project. Sub-Recipient need only submit its cost allocation plan once during the performance period; however, if Sub-

Recipient's fringe rate changes during the performance period, then Sub-Recipient must submit a copy of or internet link to Sub-Recipient's updated cost allocation plan.

- iii. A copy of or internet link to an ordinance, personnel plan, or other official, approved document that describes the items included in Sub-Recipient's fringe benefits and provides / lists the dollar amount, rate / percentage, or similar information associated with each item included in the fringe benefits.

7. Sub-Recipient's "remit to" address. This is the address to which the Council will mail payments.

8. The following certification along with a signature of a duly authorized representative of Sub-Recipient:

*"I certify that to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures are for the purposes set forth in the Agreement that Sub-Recipient has with the Council. I am aware that false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812."*

9. A progress report, if the progress report has not already been submitted. The progress report must include the information specified in Paragraph 8, Part (b). ***If the Council has not received a progress report for each reporting period, then the Council will not process Sub-Recipient's invoice unless and until Sub-Recipient brings the progress reporting up to current.***

v. The Council may, in its sole discretion, waive any of the requirements listed in Paragraph 5, Part (a)(iv) or may request additional back-up documentation or information.

vi. **End of Calendar Year Billing.** If the performance period covers more than one (1) calendar year (defined as January 1<sup>st</sup> through December 31<sup>st</sup>), then, after the end of the calendar year, the Council may request that Sub-Recipient submit an invoice for any unbilled costs, milestones, etc. for the calendar year. Sub-Recipient must submit this invoice no later than thirty (30) calendar days after the end of the calendar year or other time frame indicated by the Council.

- vii. Sub-Recipient shall submit each invoice and back-up documentation to the address listed below. Unless specifically requested or authorized by the Council, the Council will not accept electronic, e-mailed, or faxed invoices.

Accounts Payable  
East-West Gateway Council of Governments  
1 S. Memorial Drive, Suite 1600  
St. Louis, MO 63102

- viii. ***Sub-Recipient shall submit a final invoice to the Council no later than March 30, 2023. Sub-Recipient shall clearly mark the invoice with the words "Final Invoice".*** Along with the final invoice, Sub-Recipient shall submit the "Title VI Questionnaire Post-Contracting Stage – Sub-Recipient." Sub-Recipient understands that it is within the Council's sole discretion to pay the final invoice if it is received after the March 30, 2023 deadline or if the required Title VI questionnaire is not submitted to the Council. If Sub-Recipient needs an extension of the final invoice submission deadline, then Sub-Recipient shall submit a written request to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's request for an extension of the final invoice deadline must be submitted to the Council at least ten (10) business days in advance of the deadline. Sub-Recipient's request must be submitted in accordance with Paragraph 10.
- ix. Sub-Recipient understands that its failure to submit timely invoices or its failure to submit the final invoice by the date stated in Paragraph 5, Part (a)(viii) may result in the Council:
1. withholding payments,
  2. denying payment for the invoiced amount,
  3. terminating the Agreement, or
  4. seeking other remedies available to the Council.
- x. Upon receipt of a timely invoice from Sub-Recipient, the Council shall complete a review of the invoice and make a determination as to whether the work was completed in accordance with Paragraph 3, Part (b). Upon completing its review, the Council will request payment from the funding agency. Promptly after receipt of funds from the funding agency for each invoice, the Council shall make payment to Sub-Recipient for the amount of the approved invoice. At a minimum, the Council will make payment to Sub-Recipient no later than thirty (30) calendar days after receipt of the funds from the funding agency.
- xi. In no case will the Council make a payment to Sub-Recipient until the Council has reviewed the work completed and found it to be in conformance with the terms of the Agreement. The Council will not withhold payments to Sub-Recipient for the Council's failure to complete a timely review of Sub-Recipient's completion of the work. Sub-Recipient understands that its failure to submit the required progress report or its failure to submit the invoice in the proper format will delay the review process and the Council is not obligated to pay for any costs, tasks, milestones, work, services, etc. that are not substantiated by

the progress report or any invoices that are not submitted in the proper format or submitted by the required due dates. Any payment to Sub-Recipient is contingent upon the Council receiving the funds from the funding agency for the performance of the work defined in Paragraph 3, Part (b).

xii. Sub-Recipient understands that the review and payment period noted in Paragraph 5, Part (a)(xi) is contingent upon Sub-Recipient and its subcontractors responding to the Council's request for additional information or documentation in a timely manner, and that if Sub-Recipient does not respond timely to the Council's requests, then the Council's review or payment process may be delayed and the Council will not suffer any penalty because of these types of delays.

xiii. **Prompt Payment.**

1. If applicable, Sub-Recipient shall pay each subcontractor for the satisfactory performance of the subcontractor's contract no later than thirty (30) calendar days from Sub-Recipient's receipt of each subcontractor's invoice. Sub-Recipient may not delay or postpone payment to a subcontractor without good cause and without first obtaining the Council's prior written approval. This clause applies to both disadvantaged business enterprise and non-disadvantaged business enterprise subcontractors.
2. If applicable and if Sub-Recipient fails or refuses to comply with the terms of Paragraph 5, Parts (a)(xiii)(1), then the Council will issue an order stopping payment or an order stopping work under the Agreement until Sub-Recipient has made satisfactory corrective action. Sub-Recipient's failure to take corrective action will be considered a breach of contract and the Council may take appropriate action against Sub-Recipient up to and including terminating the Agreement for default.

b. *Audit / Project Review Findings.* In the event that an audit or a project review finds that any of Sub-Recipient's costs charged during the performance period are ineligible, unallowable, or both and these costs have been paid by the Council, Sub-Recipient shall return to the Council all dollar amounts paid to Sub-Recipient for the ineligible costs, the unallowable costs, or both, plus an amount due for any interest that is charged to the Council by the funding agency for the ineligible costs, the unallowable costs, or both.

c. *Financial Management.* Sub-Recipient must establish and utilize a proper financial management system that allows Sub-Recipient to expend and account for funds in accordance with generally accepted accounting standards and directives from the Council, MoOHS, FEMA, or DHS. Sub-Recipient's financial management system must also meet the standards set forth in the Omni Circular, specifically 2 CFR Part 200 § 200.302. Sub-Recipient's financial management system must adhere to the standards for financial reporting, accounting records, internal control, budget control, allowable

costs, source documentation, and cash management. At any time prior to the award of financial assistance or at any time subsequent to the award, the Council, MoOHS, FEMA, DHS, or any of these entities' authorized representative may review the adequacy of Sub-Recipient's financial management system.

- d. *Taxes.* Sub-Recipient is responsible for ensuring that it, and any of its subcontractors, fully comply with all applicable federal, state, and local (i.e. St. Louis City) tax laws and Sub-Recipient will properly report all monies received under the Agreement and payments Sub-Recipient makes to any subcontractor with regard to the work performed under the terms of the Agreement. Sub-Recipient understands that if it performs work within the city of St. Louis, Missouri (the "City") it may be subject to the City's earnings tax and agrees that it will take the steps necessary to track and report the amount (in dollars) of work Sub-Recipient performed in the City. Upon the Council's request, Sub-Recipient shall provide to the Council the information that the Council needs to complete Form E-6 (St. Louis City) that is due each year. Further, Sub-Recipient shall hold the Council harmless for any taxes, penalties, attorney's fees, or any other cost imposed upon Sub-Recipient or its subcontractor because of Sub-Recipient's failure to properly report payments received or payments made.

6. Personnel and Subcontracting & Purchases / Procurement.

a. *Personnel and Subcontracting.*

- i. Sub-Recipient represents that it has, or will secure, all personnel required in performing the work described in Paragraph 3, Part (b). Sub-Recipient shall either perform or supervise all of the required work. Sub-Recipient is responsible for the satisfactory completion of all work, including work performed by Sub-Recipient's subcontractors.
- ii. All of Sub-Recipient's personnel, including subcontracted personnel, engaged in the work must be fully qualified and must be authorized or permitted under state and local law to perform the work described in Paragraph 3, Part (b). Sub-Recipient must comply with the E-Verify requirements described in the MoOHS Administrative Guide. In addition, if Sub-Recipient is hiring analytic personnel, Sub-Recipient must ensure that the personnel meet the requirements provided in the *Fusion Center Guidelines: Developing and Sharing Information and Intelligence in a New Era*, as it may be updated from time-to-time.
- iii. Sub-Recipient shall inform the Council in writing if the person hired to fill the Administrator role no longer holds that position for any reason, including but not limited to: reassignment, retirement, voluntary or involuntary leave whether with pay or without pay, resignation, or termination. Sub-Recipient's written notification must be submitted no later than five (5) business days after the Administrator position has been vacated and the written notice should be submitted in accordance with Paragraph 16, Part (c)(i) and to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). If the Administrator position is vacated at any time during the performance period, Sub-Recipient may select another individual to fill the position, provided that the person meets the qualifications specified in Paragraph 6, Part (a)(ii) and the Council approves, in writing, the person selected by Sub-Recipient to fill the position.

The Council is not obligated to approve the replacement personnel and will not issue an approval to Sub-Recipient for the replacement personnel unless and until the St. Louis Fusion Center provides its express written concurrence with Sub-Recipient's choice of replacement personnel.

- iv. The Council is not an employer of any personnel hired by Sub-Recipient to perform the work described in Paragraph 3, Part (b). Sub-Recipient is fully responsible for:
  - 1. paying any salaries, fringe benefits, unemployment insurance, or workers' compensation,
  - 2. ensuring that any local taxes, state taxes, and federal taxes are properly withheld from its personnel's pay, and
  - 3. complying with local, state, and federal reporting requirements that govern compensation and taxation.
- v. The Council has not approved any subcontractor, subconsultant, or vendor to perform any services or provide any goods under the Agreement. Sub-Recipient is prohibited from engaging any subcontractor, subconsultant, or vendor to perform any services or provide any goods under the Agreement without first following the procedures described in Paragraph 6, Part (b).

b. *Purchases / Procurement.*

- i. **Definitions.** As used in Paragraph 6, Part (b), the terms described in Paragraph 6, Parts (b)(i)(1) and (2) have the meanings provided below.
  - 1. "Purchase / procurement," in addition to its common meaning, also means the hiring of any individual or firm to complete any services or to provide any goods. The meaning of purchase / procurement does not include the hiring of employees to complete services under the Agreement.
  - 2. "Employees" has the same meaning described in Section 285.500 *et seq.* RSMo.
- ii. Sub-Recipient may not undertake the purchase / procurement of any services or any goods without the Council's prior written approval. If Sub-Recipient needs to undertake a purchase / procurement, Sub-Recipient must contact the Council's designated point of contact in Paragraph 16, Part (a)(i)(1) and obtain the prior written approval. The Council's point of contact will direct Sub-Recipient about the process that needs to be followed to purchase / procure goods or services and what documentation needs to be submitted to the Council, retained by Sub-Recipient, or both.
- iii. If an item of cost is not included in Sub-Recipient's approved budget, then Sub-Recipient may not engage in any purchase / procurement of that item of cost unless and until Sub-Recipient notifies the Council of its need to make a purchase / procurement and the Council modifies Sub-Recipient's budget. All



budget changes must be requested and approved in accordance with Paragraph 10, and it is within the Council's sole discretion to approve any Sub-Recipient request for budget modifications.

- iv. If the Council authorizes Sub-Recipient to undertake a purchase / procurement, then Sub-Recipient (including any authorized subcontractors) shall use federally compliant, competitive procurement procedures to purchase any services or goods under the Agreement. These procedures are defined in the Omni Circular, specifically 2 CFR Part 200, *Procurement Standards*, §§ 200.317 – 200.326, and MoOHS guidelines. Sub-Recipient may use its own procurement procedures provided that those procedures are at least as restrictive as the procedures required by MoOHS guidelines.
  - v. All purchases / procurements, whether competitive or non-competitive, must be reviewed and approved by the Council in advance of the final selection and retention of a contractor or vendor to provide any services or goods for the project.
  - vi. Paragraph 6, Part (b) applies to purchases / procurement that are conducted by any one or combination of Sub-Recipient, Sub-Recipient's designees, or Sub-Recipient's subcontractor.
  - viii. Paragraph 6, Part (b) applies to Sub-Recipient purchases / procurement that are made with any type of purchasing method or mechanism.
- c. If Sub-Recipient fails to adhere to the requirements in Paragraph 6, then the Council may undertake any one or combination of the actions noted in Paragraph 11, Part (b).

7. Liability & Insurance Coverage.

- a. *Liability.* To the extent allowed or imposed by law, Sub-Recipient shall hold harmless the Council including its members and employees, from any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) arising out of or relating to the work performed under the Agreement. Sub-Recipient's obligation under this Paragraph 7, Part (a) is limited to any claim, liability, damage, loss, or cost that is sustained by the Council or others for property damage, property destruction, or any bodily injury (including, but not limited to, death) and to the extent that the claim arises from or is caused by the negligence, errors, omissions, or willful misconduct of Sub-Recipient, Sub-Recipient's employees, affiliated corporations, or subcontractors in connection with the work performed under the terms of the Agreement.
- b. *Insurance Coverage.*
  - i. **Workers' Compensation Insurance.** Unless exempted under law, Sub-Recipient shall carry insurance in the amount stipulated by law to protect Sub-Recipient from claims under workers' compensation statutes. If Sub-Recipient claims an exemption from this legal requirement, then Sub-Recipient shall submit to the Council proof that Sub-Recipient is exempt from this requirement under the law.

- ii. **Self-Insurance Program.** If Sub-Recipient is relying on a self-insurance program to provide the insurance coverage type and amount described in Paragraph 7, Part (b)(i), then Sub-Recipient's proof of insurance must be demonstrated through a signed, written statement to the Council regarding the self-insurance program and certifying that the program meets the insurance requirements described in Paragraph 7, Part (b)(i).
- iii. Upon the Council's written request, Sub-Recipient shall provide the Council with written proof of insurance coverage that is required by Paragraph 7, Part (b)(i). Sub-Recipient shall also, upon written request, provide the Council written copies of its insurance policies.
- iv. Sub-Recipient shall notify the Council in writing within seven (7) calendar days of receiving notices that any of its, or its subcontractors', insurance policies have been reduced, terminated, or cancelled (even in part) for any reason.
- c. In no event will the language of Paragraph 7 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 or state constitution or by federal or state law.

8. Required Reports.

- a. *Title VI Questionnaires.* Upon execution of the Agreement, Sub-Recipient shall submit to the Council the "Title VI Questionnaire: Pre-Contracting Stage, Sub-Recipient." Sub-Recipient shall also submit to the Council the "Title VI Questionnaire: Post-Contracting Stage, Sub-Recipient" along with Sub-Recipient's final invoice.
- b. *Monthly Progress Reports.* If Sub-Recipient's award includes work, as described in Paragraph 3, Part (b), Sub-Recipient shall submit to the Council a progress report describing the work Sub-Recipient accomplished during the reporting period. Sub-Recipient shall submit its progress report once per month and by the twentieth (20<sup>th</sup>) calendar day of the month. Sub-Recipient shall either submits its progress report with its invoice or submit its progress report via e-mail to the Council's points of contact identified in Paragraph 16, Parts (a)(i)(1) and (2). The monthly reports must include a narrative description of the work accomplished during the reporting period and an indication as to whether Sub-Recipient is on schedule to complete the project by the performance period end date and a description of any issues or problems that Sub-Recipient experienced during the reporting period. If these issues or problems will cause Sub-Recipient to deviate from the project schedule, then Sub-Recipient shall include a description of the likely effect on the schedule (i.e. project will be delayed by two weeks) and the steps that Sub-Recipient is taking or will take to mitigate the effects of the issues or problems.
- c. *Violations.* Sub-Recipient must report / disclose to the Council in writing all violations of federal criminal law involving fraud, bribery, or gratuity affecting the Agreement. Sub-Recipient's written report / disclosure must be provided to the Council no later than fourteen (14) calendar days after Sub-Recipient is made aware of the violation. Sub-Recipient must submit this report to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).

- d. If Sub-Recipient fails to comply with the terms of Paragraph 8, then the Council may take action against Sub-Recipient as the actions are described in Paragraph 11, Part (b).

9. Work Products, Disclosure & Publication Requirements.

- a. *Work Products.* Except for the reports described in Paragraph 8, Sub-Recipient is not responsible for producing any work products or deliverables as part of the work described in Paragraph 3, Part (b).
- b. *Disclosure.* Except as required by law, Sub-Recipient shall not disclose in any way, or permit to be disclosed in any way: any information related to its work or the results of the work contemplated by the Agreement. If Sub-Recipient wishes to disclose any of these or is required to disclose any of these, then it shall first notify the Council and, in the case of a disclosure that is not required by law, obtain the Council's express written consent. Sub-Recipient's notification must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). This Paragraph 9, Part (b) is applicable only to disclosure of project information and results to any person who or entity that is not a part of the project. Members of the project team, the Council's staff, or members of the committee overseeing the project will be considered "part of the project team."
- c. *Publication Requirements.* Sub-Recipient is not responsible for publishing any work products or other materials as part of the work described in Paragraph 3, Part (b).

10. Authorized Personnel, Changes & Other Requests. The Council has sole discretion to approve Sub-Recipient's request for changes or provide approvals or authorizations and Paragraph 10 does not obligate the Council to approve Sub-Recipient's requests. The persons who are authorized to initiate change requests, to approve Sub-Recipient's requests for changes, or to provide authorizations are described in Paragraph 10, Part (a). The process for requesting changes to the Agreement are described in Paragraph 10, Part (b) and the process for other types of requests are described in Paragraph 10, Part (c).

- a. *Authorized Personnel.* The persons listed in Paragraph 10, Parts (a)(i) – (iii) are authorized by the Council to initiate change requests, to approve Sub-Recipient's requests for changes, or to provide authorizations.
  - i. The Council's Executive Director, the Council's Director of Administration and the Council's point of contact designated in the Paragraph 16, Part(a)(i)(1).
  - ii. Other person authorized in writing by the persons listed in Paragraph 10, Parts (a)(i), when this other person is indicated in writing to Sub-Recipient as having this authority.

The Council's project manager, the point of contact designated in Paragraph 16, Part (a)(i)(2), or any other person not described in Paragraph 10, Parts (a)(i) – (iii) are **not** authorized to initiate change requests, to approve Sub-Recipient's requests for changes, or provide authorizations.

- b. *Changes.* Certain changes to the performance period, Appendix I, or other changes to the Agreement must be requested and approved as stated in Paragraph 10, Parts (b)(i) – (vii).
  - i. Except as noted in Paragraph 10, Part (b)(iii), any Sub-Recipient request for changes must be submitted to the Council in advance of the change taking

effect. Changes include, but are not limited to: changing the scope of work; lengthening or shortening the performance period; or changing the budget for the project. The Council will consider Sub-Recipient's after-the-fact changes on a limited basis and it is within the Council's sole discretion whether to consider or approve Sub-Recipient's after-the-fact changes.

- ii. In order to request a change to the performance period or scope of work Sub-Recipient shall submit to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1), a written request that contains:
  1. a clear description of the change requested and a rationale/justification for why the change is necessary,
  2. the proposed effective date of the change, and
  3. a copy of the revised scope of work, if applicable.
- iii. Sub-Recipient must keep the Council's point of contact designated in Paragraph 16, Part (a)(i)(2) informed, in writing, about changes to the project schedule, including deliverable due dates. If a change to the project schedule will result in Sub-Recipient not completing its work within the performance period specified in Paragraph 2, Part (a), then Sub-Recipient shall follow the procedures described in Paragraph 10, Part (b)(ii).
- iv. The Council will review Sub-Recipient's change request and will send Sub-Recipient a written notice of its decision and, if Sub-Recipient's request is denied, will include an explanation of the Council's decision.
- v. Except as noted in Paragraph 10, Parts (b)(vi) and (vii), any one or combination of the changes in listed in Paragraph 10, Parts (b)(v)(1) – (3) must be effected through written amendments to the Agreement, signed by the duly authorized representative of each party.
  1. Any change to the scope of work, except as noted in Paragraph 10, Part (b)(iii).
  2. Any change to the performance period.
  3. An increase in the total dollar amount sub-awarded to Sub-Recipient.
- vi. The Council may initiate changes to terms of the Agreement including, but not limited to, the performance period, the amount budgeted for the project, or the scope of work. Except as noted in Paragraph 10, Parts (b)(vi)(1) and (2), the Council shall obtain Sub-Recipient's written assent to the change, either through a signed amendment or other written communication. Regardless of whether the Council has issued a signed amendment to Sub-Recipient or Sub-Recipient has provided a written communication to Council regarding its assent to the change, Sub-Recipient's assent to the change will be deemed given if, after the Council has communicated a change to Sub-Recipient, Sub-Recipient submits an invoice or other request for payment to the Council or Sub-Recipient accepts payment from the Council.

1. Certain minor changes to the Agreement may be initiated by the Council and do not require prior authorization or a written amendment to the Agreement. These changes include, but are not limited to: (a) changing the funding source for the project; or (b) changes implemented by the Council during project close-out or processing final payment for the project like: revising the project budget, or revising the dollar amount sub-awarded to Sub-Recipient. In the event that the Council needs to implement these types of changes, the Council does not have to obtain Sub-Recipient's written assent in advance; however, the Council will notify Sub-Recipient of the change so that Sub-Recipient has the information for its records. It is within the Council's sole discretion to determine which minor changes to the Agreement require an amendment and which can be effected as stated in Paragraph 10, Part (a)(vi). A change that will result in an increase in the total amount paid by the Council for the project or an increase in the amount sub-awarded to Sub-Recipient is not a "minor change."
  2. In the event that MoOHS, FEMA, or DHS implement changes to the Council's grant agreement or grant budget, and these changes affect the terms of the Agreement, the Council will notify Sub-Recipient of the change and the change will take effect immediately upon the date provided in the Council's notification to Sub-Recipient. In the event of this type of change, the Council does not need to obtain Sub-Recipient's written assent to the change. The Council's notification will be in writing.
  - vii. **Changes that Affect EHP Review / Approval.** Any changes to the scope of work that affect the EHP review / approval process must be addressed in accordance with Paragraph 15, Part (a)(iii).
  - c. **Other Requests.** In the event that either party needs to seek approval for changes or request other changes or authorizations that are not specifically noted in Paragraph 10, the party shall submit its written request to the other party's point of contact designated in Paragraph 16, Part (a)(i)(1) or (a)(ii)(1), as applicable. The party's request must include both a detailed description of the change or other item for which approval is sought and a rationale/justification for the request. The party receiving the request will notify the party making the request in writing of its decision.
11. Disputes, Remedies & Termination.
- a. **Disputes.** Any dispute concerning a question of fact arising under the Agreement that is not disposed of by the Parties' mutual agreement must be decided by the Executive Director, East-West Gateway Council of Governments, who shall mail or otherwise furnish a copy of its decision to Sub-Recipient. This decision will be final and conclusive unless Sub-Recipient mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director. Sub-Recipient shall submit its written appeal to the Council within thirty (30) calendar days of Sub-Recipient's receipt of a copy of the Executive Director's decision. The Executive Director shall arrange a formal hearing

within fifteen (15) calendar days after the Executive Director's receipt of Sub-Recipient's appeal. The hearing officer must be a person mutually agreed upon by the Executive Director and Sub-Recipient. The hearing officer will send both Sub-Recipient and the Executive Director a notice that specifies the date, time, and place for the hearing. The hearing officer's notice must be sent not less than five (5) business days in advance of the hearing. At the hearing, Sub-Recipient and the Council will have the right to present witnesses and give evidence concerning questions of fact. The hearing officer shall give their decision to both Parties within five (5) business days of the close of the hearing. Pending final decision of an appeal to the Executive Director, Sub-Recipient shall proceed diligently with the performance of the Agreement. Nothing in this Paragraph 11, Part (a) will be construed as the Executive Director or hearing officer making final decisions regarding any questions of law. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).

- b. *Remedies.* Where Sub-Recipient violates, breaches, or otherwise fails to comply with the terms of the Agreement, the Council, in its sole discretion, may:
- i. terminate or suspend the Agreement, in whole or in part,
  - ii. order a stoppage of the work,
  - iii. disallow all or part of the cost of the activity or action (including matching funds contributed to the activity) not in compliance with the Agreement,
  - iv. suspend or withhold payments to Sub-Recipient pending Sub-Recipient's correction of any deficiency,
  - v. rescind payments made to Sub-Recipient if it is later determined that the payment was made for a cost or activity not in compliance with the Agreement,
  - vi. recommend that the funding agency initiate suspension or debarment proceedings against Sub-Recipient,
  - vii. deem Sub-Recipient ineligible to receive any further sub-awards from the Council until the deficiency is corrected, or
  - viii. pursue any other available legal or equitable remedy.
- c. *Termination.*
- i. In accordance with Paragraph 11, Part (c), the Council may, in its sole discretion, terminate the Agreement for default or convenience. The termination may be of the Agreement in whole or in part.
    1. Default means Sub-Recipient commits any one or combination of the actions described in Paragraph 11, Parts (c)(i)(1)(a) – (g).
      - a. Sub-Recipient has failed or is failing to perform. "Has failed or is failing to perform" means:
        - i. Sub-Recipient has not made or is not making progress in the work,
        - ii. Sub-Recipient has not met or is not meeting project deadlines,

- iii. Sub-Recipient has not complied or is not complying with the prompt payment requirements described in Paragraph 5, Part (a)(xiii),
  - iv. Sub-Recipient has not complied or is not complying with the reporting requirements defined in Paragraph 8, or
  - v. Sub-Recipient has not complied or is not complying with the monitoring provision described in Paragraph 15, Part (a)(iii).
- b. Except for the provisions noted in Paragraph 11, Part (c)(i)(1)(g), Sub-Recipient has violated or is violating a provision of the Agreement.
  - c. Sub-Recipient has not complied or is not complying with any federal, state, or local laws or any regulations that are pertinent to the Agreement, as the noncompliance is determined by the Council, MoOHS, FEMA, or DHS.
  - d. Sub-Recipient has engaged in or is engaging in the unauthorized use of funds which means that Sub-Recipient has used or is using the funds for any purpose other than that provided for in the Agreement.
  - e. Sub-Recipient engaged in or is engaging in a misrepresentation of any type during the sub-award process, the invoicing / billing process, or the reporting process, which if known to the Council, MoOHS, FEMA, or DHS would have resulted in the Council not issuing a sub-award to Sub-Recipient or the Council not making payments to Sub-Recipient.
  - f. Sub-Recipient has failed or is failing to disclose a/an:
    - i. after-discovered conflict of interest,
    - ii. erroneous certification,
    - iii. violation described in Paragraph 8, Part (c), or
    - iv. debarment / suspension action initiated or instituted by any state or federal government entity.
  - g. Sub-Recipient has violated or is violating Paragraph 2, Part (b), any part of Paragraph 12, or any part of Paragraph 13.
2. Convenience means whenever it is in the best interest of the Council, including but not limited to:
- a. at any time when MoOHS or DHS, including any of its agencies, cancels, rescinds, terminates, or otherwise modifies the agreement that it has with the Council whether in whole or in part,

- b. at any time when MoOHS, FEMA, or DHS does not have or does not provide funding for the project,
  - c. if MoOHS, FEMA, or DHS does not provide the approvals required by Paragraph 15, Part (a)(iv), or
  - d. at any time when the Council no longer desires to support the project or to support Sub-Recipient's efforts for the project.
- ii. **Cure Period.** Except as indicated in provisions of the Agreement that an immediate termination of the Agreement is permitted, upon Sub-Recipient's default of the Agreement, the Council will provide Sub-Recipient a cure period as follows:
  - 1. For a default described in Paragraph 11, Part (c)(i)(1)(a), Sub-Recipient will have a cure period of forty-eight (48) hours (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
    - a. **Exception.** Upon Sub-Recipient's fourth (4<sup>th</sup>) failure to meet a project deadline, the Council may, in its sole discretion, immediately terminate the Agreement without providing Sub-Recipient any period to cure the default. This exception applies even if the Council has not previously provided Sub-Recipient a written notice of default. "Failure to meet a project deadline" means Sub-Recipient does not meet a project deadline and the Council has not provided an express written approval that extends the deadline. The Council's approval must be provided as stated in Paragraph 10.
  - 2. For a default described in Paragraph 11, Parts (c)(i)(1)(b), Sub-Recipient will have a cure period of seven (7) business days (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
  - 3. For a default described in Paragraph 11, Parts (c)(i)(1)(c) – (g), Sub-Recipient will not be provided a cure period, and the Council may, in its sole discretion, immediately terminate the Agreement without any penalty to the Council.
  - 4. **Failure to Cure a Default.** If Sub-Recipient fails to cure a default within the cure period specified in Paragraph 11, Parts (c)(ii)(1) – (2), then the Council, in its sole discretion, may immediately terminate the Agreement without any penalty to the Council.
- iii. Any termination must be effected by the Council's delivery to Sub-Recipient of a written notice specifying whether termination is for the default of Sub-Recipient or for the convenience of the Council and the extent to which the Agreement is terminated ("Termination Notice"). The termination will be effective upon Sub-Recipient's receipt of the Termination Notice. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).



- iv. **Termination of Project Work.** If the Agreement includes payments to Sub-Recipient for performing work, as those payments are described in Paragraph 5, Part (a), then immediately after receipt of a Termination Notice Sub-Recipient shall:
1. stop performance of the work to the extent specified in the Termination Notice,
  2. place no further subcontracts for services, except as may be necessary for completion of the portion of the work that was not terminated,
  3. terminate all subcontracts to the extent that they relate to the performance of the work terminated by the Termination Notice,
  4. assign to the Council in the manner and to the extent directed by the Council, all of Sub-Recipient's rights, title, and interest under the subcontracts that Sub-Recipient terminated because of the Termination Notice. The Council has the discretion to determine which claims arising out of the termination of these subcontracts the Council will pay or settle,
  5. complete performance of the part of the work that was not terminated by the Termination Notice,
  6. deliver to the Council:
    - a. all non-classified, non-confidential documents created under the terms of the Agreement up through the effective date of the termination, and
    - b. any documents or materials furnished by the Council to Sub-Recipient or prepared by the Council for Sub-Recipient, and
  7. promptly submit to the Council a written claim for amounts due to Sub-Recipient (a "Termination Claim"). Sub-Recipient shall submit the Termination Claim in the form and with the certification prescribed by the Council and to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's Termination Claim must include all amounts due to Sub-Recipient based upon the amount due to Sub-Recipient for the eligible, allowable, and actual costs incurred by Sub-Recipient through the effective date of the termination. Except as noted in Paragraph 11, Part (c)(iv)(7)(a), Sub-Recipient shall submit its Termination Claim to the Council no later than sixty (60) calendar days from the effective date of termination.
    - a. **Extension.** Sub-Recipient may request a longer time period to submit its Termination Claim. In order to request an extension of the deadline for submitting a Termination Claim, Sub-Recipient shall submit a written request to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's written request must be submitted to the Council within the original sixty (60) calendar day submission time

frame. It is within the Council's sole discretion whether to approve Sub-Recipient's request for additional time to submit Sub-Recipient's Termination Claim. If the Council determines that the facts justify an extension, it may receive and act upon Sub-Recipient's Termination Claim at any time after the original sixty (60) calendar day submission or any extended submission period that was authorized by the Council.

- b. **Payment.** The Council will pay the Termination Claim in accordance with one of the following:
  - i. If the Council concurs with the amounts claimed on Sub-Recipient's Termination Claim and the Council has received all of the items described in Paragraph 11, Part (c)(iv)(6), the Council shall proceed with payment. The Council's payment will be deemed the final settlement of all amounts due.
  - ii. If Sub-Recipient fails to submit its Termination Claim in the time allowed or fails to submit its Termination Claim with complete information, the Council may determine, based on the available information, the amount due to Sub-Recipient because of the termination and will pay to Sub-Recipient the amount determined by the Council. The Council's payment will be deemed the final settlement of all amounts due.

12. Conflicts of Interests & Gratuities.

- a. *Conflicts of Interests.*
  - i. **Interest of Sub-Recipient.** Sub-Recipient covenants that it presently has no interest and shall not acquire any interest (direct or indirect) which would conflict in any manner or degree with the work Sub-Recipient must perform under the Agreement. In the performance of the Agreement, Sub-Recipient will not employ any person having these types of interests. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.
  - ii. **Interest of Members of or Delegates to Congress.** Sub-Recipient shall not admit any members of or delegates to the Congress of the United States to any share or part of the Agreement or to any benefit arising from the Agreement.
- b. *Gratuities.* If the Council finds that Sub-Recipient or any agent or representative of Sub-Recipient offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Council (including the St. Louis Area Regional Response System or "STARRS"), MoOHS, FEMA, or DHS and the gratuities were given with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Agreement, then the Council may immediately terminate the

Agreement and may pursue other rights and remedies provided by law or under the Agreement. The Council's finding must be reached after the Council provides notice to Sub-Recipient and conducts a hearing on the matter.

13. Certifications.

a. *Lobbying Certification.*

- i. Sub-Recipient certifies compliance with 31 U.S.C. § 1352, and implemented at 44 CFR Part 18 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of Sub-Recipient, to any person for influence or attempting to influence an officer or employee of any federal 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.
- ii. Sub-Recipient further certifies that 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, Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. Sub-Recipient's submission of this certification is a prerequisite for the Council making or entering into this transaction, as the requirement is imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file the required certification.
- iv. Sub-Recipient shall include the language of Paragraph 13, Parts (a)(i) – (iii) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.
- v. **Prohibition on Lobbying.** Sub-Recipient shall not use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Council, MoOHS, FEMA, or DHS.

b. *Debarment, Suspension and Other Responsibility Matters Certification.*

- i. Sub-Recipient certifies that:
  1. it will comply with Executive Order 12549, Executive Order 12689, and 2 CFR Part 180 as supplemented by 2 CFR Part 3000,

2. to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency,
  3. it shall not knowingly enter into any lower tier covered transaction with a person who is or an entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council, and
  4. it shall review the “Excluded Parties Listing System” at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/) and the Missouri “Suspended Vendors List” at <https://oa.mo.gov/sites/default/files/suspven.pdf> to ensure that it does not enter into any lower tier covered transaction with a person who or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- ii. Sub-Recipient’s certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate the Agreement for cause. Sub-Recipient shall provide immediate written notice to the Council if at any time Sub-Recipient learns that its certification was erroneous because of changed circumstances.
  - iii. Sub-Recipient shall include Paragraph 13, Parts (b)(i)(1) – (4) in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Sub-Recipient may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Sub-Recipient knows the certification is erroneous.
- c. *Federal Debt Status Certification.* In order to be eligible to receive payments under the Agreement, Sub-Recipient must be non-delinquent in its repayment of any federal debt, including but not limited to, delinquent payroll and other taxes, audit disallowances, and benefits overpayments. Sub-Recipient certifies that it is not currently delinquent in its repayment of any federal debt and shall notify the Council immediately if Sub-Recipient will be in breach of this Paragraph 13, Part (c). The Council may immediately terminate the Agreement in the event that Sub-Recipient breaches this Paragraph 13, Part (c).
  - d. *Non-Supplanting Certification.* Sub-Recipient certifies that the federal financial assistance anticipated under the Agreement will be used to supplement existing local funds or resources and will not be used to replace (supplant) local funds or resources that have been appropriated for the same purpose. Sub-Recipient shall provide, upon the Council’s request, documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal financial assistance.

- e. *Duplication of Benefits Certification.* Sub-Recipient is required to comply with 2 CFR Part 200 § 200.405(c) which provides that any cost allocable to a particular federal award or cost objective under the principles provided for in the CFR may not be charged to other federal awards in order to overcome fund deficiencies. Sub-Recipient certifies that it will comply with these requirements and acknowledges that, in the event that Sub-Recipient fails to so comply, the Council may immediately terminate the Agreement.

14. Inspections and Access to Records & Records Retention.

- a. *Inspections and Access to Records.* Sub-Recipient shall allow the Council, MoOHS, FEMA, DHS, the Comptroller General of the United States, or any of these entities' duly authorized representatives, to review and inspect the work performed under the Agreement. Sub-Recipient shall also provide each entity access to Sub-Recipient's premises and all documents, papers, or other records of every description which are pertinent to the Agreement. Sub-Recipient will grant this access to each entity for purposes of the entity making audits, examination, excerpts, and transcriptions. This right of access also includes timely and reasonable access to Sub-Recipient's personnel for the purpose of interview and discussion related to the records. Each entity's inspection may occur at any time. The Council, if prior notice is warranted and possible, will notify Sub-Recipient in advance of the Council's intent to conduct an inspection. The right of access to conduct inspections, audits, examinations, etc. that is described in this Paragraph 14, Part (a) shall remain in place for as long as the records are retained by Sub-Recipient or for the term described in Paragraph 2, Part (b), whichever is the longer period, and does not expire at the end of the records retention period described in Paragraph 14, Part (b).
- b. *Records Retention.*
  - i. Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Sub-Recipient shall retain these records for at least five (5) years from the date provided by the Council in writing. Sub-Recipient's retention is required for purposes of state and federal examination and audit. Sub-Recipient may retain the records in an electronic, machine readable format.
  - ii. The retention requirement extends, but is not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of the Agreement and Sub-Recipient's financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals paid as part of the project, whether the individuals are employed full-time or part-time.
  - iii. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five (5) year retention period described in Paragraph 14, Part (b)(i), then Sub-Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- iv. The records retention period may be extended if Sub-Recipient is notified in writing by the Council that the records retention period has been extended. The Council's written notice will specify the time frame for the extended records retention period.
- v. Sub-Recipient shall adequately protect records against fire or other damage.

15. Administrative & Statutory and Regulatory Requirements.

a. *Administrative Requirements.*

- i. **Council, MoOHS, and DHS Requirements.** Sub-Recipient shall at all times comply with all applicable MoOHS, FEMA, and DHS regulations, policies, procedures, and directives, including without limitation, the requirements provided in the Omni Circular, administrative requirements of MoOHS's "Administrative Guide for Homeland Security Grants" and Information Bulletins, as each may be amended or updated from time-to-time and that are available at: [dps.mo.gov/dir/programs/ohs/grantstraining](https://dps.mo.gov/dir/programs/ohs/grantstraining); and any other regulations, policies, procedures, and directives that govern the project whether listed directly or by reference in the Agreement. Sub-Recipient acknowledges and understands that the administrative requirements of MoOHS **are effective upon issuance**, and that Sub-Recipient shall comply with the then-current requirements. Sub-Recipient's failure to so comply will constitute a material breach of the Agreement.
- ii. **Incorporation of MoOHS Agreement.** All contractual provisions required by MoOHS, FEMA, or DHS are set forth in Appendix IV. Sub-Recipient shall comply with Articles II through XL of Appendix IV and shall include each of these provisions in any subcontract that Sub-Recipient enters into under the Agreement. Except when the Agreement provides more restrictive terms, all of the MoOHS, FEMA, or DHS mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Agreement. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any Council requests that would cause the Council to be in violation of Appendix IV.
- iii. **Sub-Recipient Risk Assessment and Monitoring.**
  - 1. **Sub-Recipient Risk Assessment.** Pursuant to the Omni Circular § 200.231(b) the Council conducted a risk assessment of Sub-Recipient and assigned Sub-Recipient a risk rating with respect to Sub-Recipient's ability to comply with the requirements expressed in the Agreement and that govern the grant program. Based on the Council's assessment, Sub-Recipient was assigned a moderate risk rating; therefore, Sub-Recipient must comply with the special terms and conditions described in Exhibit A.
    - a. **Risk Rating Modification.** The Council may modify Sub-Recipient's risk rating based on the results of the monitoring. If the Council modifies Sub-Recipient's to a level that requires additional monitoring or special terms and conditions, the

Council will notify Sub-Recipient in writing via a method described in Paragraph 16, Part (c)(i). If special terms and conditions need to be added to the Agreement, the changes must be implemented through a written amendment to the Agreement signed by both Parties.

2. **Monitoring.** Throughout the term of the Agreement described in Paragraph 2, Part (a), the Council will conduct regular monitoring of Sub-Recipient, which may include site visits. Sub-Recipient must cooperate in the Council's efforts to conduct the monitoring. Sub-Recipient's cooperation includes, but is not limited to:
  - a. providing the Council timely access to Sub-Recipient's facilities and records that pertain to the Agreement;
  - b. providing, in a timely manner, copies of documents, reports, and other materials that pertain to the Agreement;
  - c. making its staff available to meet with the Council during the monitoring; and
  - d. timely responding to the Council's requests for information.

iv. **Environmental and Historic Preservation ("EHP") Reviews.**

1. **EHP Approval Required.** The project anticipated by the Agreement does not include work that is subject to EHP review and approval. Sub-Recipient may not begin any work that may require an EHP review and approval until it has been notified in writing by the Council that the EHP approval has been obtained or that an EHP approval is not required and the Agreement has been amended to include the required work. Sub-Recipient shall comply with all conditions placed on the project as a result of the EHP review or any subsequent EHP modification review.
2. **Modifications.** Once Sub-Recipient has notified the Council of the location for the work ("Project Site(s)") and MoOHS / FEMA has either provided its EHP approval for the Project Site(s) or has indicated that an EHP approval is not required for the Project Site(s), any change to the approved project scope of work, as described in Paragraph 3, Part (b), or the Project Site(s) will require re-evaluation for compliance with the EHP requirements.
  - a. Sub-Recipient must not undertake any changes to the approved scope of work or the Project Site(s) without the prior written approval of one of the Council's authorized officials as designated in Paragraph 10, Part (a). Sub-Recipient shall notify the Council in writing, no less than seven (7) calendar days after Sub-Recipient becomes aware that a change to the approved scope of work or the Project Site(s) is required or needed. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).

- b. In the event that changes to the scope of work or the Project Site(s) are required, Sub-Recipient must cease all work for the project until Sub-Recipient is notified in writing by the Council that an EHP modification has been provided by MoOHS / FEMA and that Sub-Recipient is authorized to continue the project work.
3. **Ground Disturbance.** Ground disturbance activities are not anticipated for the project and are not authorized. If ground disturbance activities occur during project implementation, Sub-Recipient must immediately cease project work in that area and notify the Council in writing. Sub-Recipient may not continue the project work unless and until it has received written authorization from the Council. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
4. **Ineligible Costs.** *Any installation activities or ground disturbance activities that have been initiated before the full EHP review and approval or any installation activities or ground disturbance activities that have been initiated before any required EHP modification is obtained could result in a non-compliance finding. Additionally, the costs associated with the unauthorized / non-approved activities may be deemed ineligible for reimbursement. If the costs are deemed ineligible by the Council, MoOHS, FEMA, or DHS, these costs shall become the sole responsibility of Sub-Recipient. If the Council has reimbursed Sub-Recipient for any costs associated with the unauthorized / non-approved activities, then Sub-Recipient must return to the Council all amounts paid by the Council, plus an amount due for any interest that is charged to the Council by the funding agency for these ineligible costs.*
5. **Cooperation Required.** Sub-Recipient must cooperate fully with the Council, MoOHS, FEMA, DHS, or any combination of these entities during the EHP review or any EHP modification review process, including, but not limited to: providing all requested documentation and information, granting access to the Project Site(s), and fulfilling information requests in a timely manner.
- v. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.216, as amended, and FEMA Policy #405-143-1 that prohibits contracting for covered telecommunications equipment or services. The terms expressed in Appendix A of FEMA Policy #405-143-1 are incorporated by reference into and made a part of the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(v) in the contract documents for all subcontracts at all tiers (including



subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts). The full text of FEMA Policy #405-143-1 and Appendix A are available at: [www.fema.gov/sites/default/files/documents/fema\\_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf](http://www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf).

vi. **Domestic Preferences for Procurements.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.322, as amended, which requires that, to the extent appropriate and consistent with law and to the greatest extent practicable, Sub-Recipient and any of its sub-recipients, consultants, vendors, or subcontractors, will purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufacture products) when procuring goods under the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(vi) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts).

b. *Statutory and Regulatory Requirements.*

i. **Civil Rights.**

1. **Nondiscrimination Statutes, Orders, and Regulations.** As required by federal law, Sub-Recipient certifies that it will comply with all applicable federal and state statutes, executive orders, and regulations, relating to nondiscrimination and equal opportunity, including, but not limited to those described in Articles VIII, XV, XVII, XVIII, XXV, XXVIII, XXXV, and XXXVIII of Appendix IV.
2. **Equal Employment Opportunity.** Sub-Recipient shall comply with the requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor ("DOL") regulations (41 CFR Chapter 60).
3. **Small Businesses, Minority Owned Firms, and Women's Business Enterprises.**
  - a. It is the policy of DHS that minority business enterprises ("MBE") and women business enterprises ("WBE") have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.
  - b. Sub-Recipient shall ensure that MBE and WBE have the maximum opportunity to participate in the performance of the Agreement. In this regard, Sub-Recipient shall take all necessary and reasonable steps, in accordance with the Omni Circular, specifically 2 CFR Part 200 § 200.321, to ensure that

MBE and WBE have the maximum opportunity to compete for and perform portions of the Agreement. In accordance with FEMA regulations, these steps include:

- i. Placing qualified small minority businesses and WBE on solicitation lists for subcontracts or joint ventures.
- ii. Assuring that small and minority businesses and WBE are solicited whenever they are potential sources of work or supplies.
- iii. Dividing total project requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and WBE.
- iv. Establishing delivery schedules, when the requirements permit, which encourage participation by small and minority businesses and WBE.
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

4. **Nondiscrimination Assurances.**

- a. Sub-Recipient shall not discriminate on the basis of race, color, national origin, religion, sex, disability, or age of an individual in the performance of the Agreement. Sub-Recipient shall carry out the applicable requirements of 6 CFR Part 21 in the award and administration of DHS assisted contracts.
  - b. Sub-Recipient assures that, as a condition of receiving payments under the Agreement, it will not discriminate on grounds of race, color, national origin, religion, sex, disability, or age of an individual in the performance of any services under the Agreement, including the selection and retention of subcontractors and the procurement of materials and leases of equipment.
5. The terms of Paragraph 15, Part (b)(i) will apply to all of Sub-Recipient's solicitations, either by competitive bidding or negotiation, for work to be performed under a subcontract including procurement of materials or equipment, and Sub-Recipient shall notify each potential subcontractor, supplier, or lessor of Sub-Recipient's obligations under the Agreement.
6. Sub-Recipient shall include the provisions of Paragraph 15, Parts (b)(i)(1) – (4) in every subcontract, including procurement of materials or leases of equipment.

7. Sub-Recipient's failure to carry out the requirements set forth in Paragraph 15, Part (b)(i) will constitute a breach of contract and the Council may enforce certain remedies against Sub-Recipient including, but not limited to, those remedies expressed in Paragraph 11, Part (b).
- ii. **Freedom of Information and Missouri Sunshine Act.** Sub-Recipient understands and acknowledges that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 *et seq.* RSMo, may apply to the information and documents, both paper and electronic, submitted to the Council regarding the work performed under the Agreement. All materials submitted to the Council that are related to the project work will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does not consent to honor any "routine" confidentiality statements that may appear on any printed or electronic documents or correspondence (e.g. letters, e-mails) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Sub-Recipient shall clearly and specifically mark genuinely confidential or privileged information and shall justify the information as confidential or privileged. The Council will review the documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Sub-Recipient understands and acknowledges that the applicability of the Sunshine Act or the Council's exercise of discretion to withhold a document does not affect MoOHS's, FEMA's, or DHS's right to make a separate determination about the disclosure of a document related to the project under the Sunshine Act or the Federal Freedom of Information Act ("FOIA"), 5 U.S.C. § 552; however, if MoOHS, FEMA, or DHS makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject to disclosure under the Sunshine Act unless Sub-Recipient demonstrates otherwise.
  - iii. **Audit Required.** If, during its fiscal year, Sub-Recipient expends seven hundred and fifty thousand dollars (\$750,000.00) or more of federal financial assistance from all sources, including federal funds received under the Agreement, Sub-Recipient is required to have an independent annual single or program-specific audit conducted in accordance with the Omni Circular, specifically 2 CFR Part 200, Subpart F – *Audit Requirements* ("Subpart F"). **Sub-Recipient shall submit a copy of its audit report to the Council via mail or e-mail or provide the Council with an internet link to the audit report via e-mail within thirty (30) calendar days after Sub-Recipient receives a copy of its auditor's report.** Subject to the requirements of the Omni Circular Subpart F, if Sub-Recipient expends less than seven hundred and fifty thousand dollars (\$750,000.00) of federal financial assistance in its fiscal year, then Sub-Recipient may be exempt from the auditing requirements for that year; however, records must be available for review or audit by applicable state and federal authorities. If Sub-

Recipient is exempt from the auditing requirements, then Sub-Recipient shall submit to the Council a letter certifying that Sub-Recipient is exempt from the auditing requirements. If this letter is required, then Sub-Recipient shall submit its letter to the Council no less often than annually during the performance period. Sub-Recipient's audit report or letter must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). The Council reserves the right to independently audit or review the expenditures made under the Agreement.

- iv. **Copyrights.** Under 2 CFR Part 200 § 200.315(b), DHS / FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to reproduce, publish, or use, for federal government purposes, the copyright in any work developed under the Agreement and any rights of copyright to which Sub-Recipient purchases ownership with the funds, whether in whole or in part, under the Agreement. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(iv).
- v. **Patents.** In the event that the work Sub-Recipient completes under the Agreement results in a discovery or an invention or a discovery or invention arises or is developed during the course of the Agreement, then Sub-Recipient shall comply with all relevant federal laws, regulations, executive orders, or memorandums that pertain to the federal government's rights with regard to inventions or discoveries that arise from, are developed during the course of, or are created under an agreement supported in whole or in part with federal funds. Specifically, Sub-Recipient will adhere to the Bayh-Dole Act, 35 U.S.C. §§ 200 *et seq.*, as amended, and implementing regulations at 2 CFR Part 200 § 200.315(c) and 37 CFR Part 401. Sub-Recipient shall promptly report inventions or discoveries to the Council, but in no event shall Sub-Recipient make this report later than seven (7) calendar days after a report is required; this report must be made in accordance with Paragraph 16, Part (c)(i). Sub-Recipient shall cooperate fully with the Council, MoOHS, FEMA, or DHS as it pertains to the federal government determining its rights to any patentable materials or items. As stated in 37 CFR Part 401.14, at a minimum, DHS / FEMA reserves a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same license that is granted to DHS / FEMA under this Paragraph 15, Part (b)(v).
- vi. **Other Data.** DHS / FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under the Agreement and to authorize others to receive, reproduce, publish, or otherwise this data for federal government purposes. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(vi). As described in 2 CFR Part 200 § 200.315 (e), Sub-Recipient is required to provide to the Council, DHS, FEMA, or any of these entities' duly authorized representatives a copy of research data produced under the Agreement.

- vii. **Clean Air Act and Federal Water Pollution Control Act.**
  - 1. Sub-Recipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Sub-Recipient shall report each recognized violation to the Council and understands and the Council will, in turn, report each recognized violation as required to assure notification to DHS or FEMA and the appropriate Environmental Protection Agency Regional Office.
  - 2. Sub-Recipient shall include these requirements in each subcontract made under the Agreement that exceeds \$150,000.
- viii. **Labor Statutes and Regulations.** As applicable, Sub-Recipient shall comply and ensure compliance on behalf of its employees, with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by U.S. DOL regulations (29 CFR Part 5), the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) as supplemented by DOL regulations (29 CFR Part 3), and Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by DOL regulations (29 CFR Part 5).

16. Contact Information, Mailing Addresses & Notices.

- a. *Contact Information.*
  - i. **The Council’s Point of Contact.** The Council’s points of contact are as follows:
    - 1. The point of contact for reports (e.g. inventory reports, mileage logs, progress reports) and questions regarding the provisions of the Agreement, budgeting, invoices, and approvals / authorizations is Leah Watkins, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; [leah.watkins@ewgateway.org](mailto:leah.watkins@ewgateway.org); 314-421-4220 (phone) or 314-231-6120 (fax).
    - 2. The point of contact regarding the scope of work is Brian Marler, STARRS, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; [brian.marler@ewgateway.org](mailto:brian.marler@ewgateway.org); 314-421-4220 (phone) or 314-231-6120 (fax).
  - ii. **Sub-Recipient’s Point of Contact.** Sub-Recipient’s points of contact are as follows:
    - 1. The point of contact for the work to be performed is Lt. Mark Bruegenhemke, City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017; [mbruegenhemke@chesterfield.mo.us](mailto:mbruegenhemke@chesterfield.mo.us); 636-537-3000.
    - 2. The point of contact for the billing / invoicing is Cathy Pagella, City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017; [cpagella@chesterfield.mo.us](mailto:cpagella@chesterfield.mo.us); 636-537-4000.

- iii. **Changes to Points of Contact or Addresses.** The Parties shall inform each other of any changes in points of contact and contact information, including the organization’s name, address, telephone number, and e-mail. This notice may be given by one or both of a fax or an e-mail to the point of contact identified in Paragraph 16, Part (a)(i)(1) or (ii)(1), respectively, or one of the methods noted in Paragraph 16, Part (c)(ii).
- b. **Mailing Addresses.** The mailing addresses of the Council and Sub-Recipient are as follows:
  - i. **The Council:**

Executive Director  
East-West Gateway Council of Governments  
1 S. Memorial Drive, Suite 1600  
St. Louis, MO 63102
  - ii. **Sub-Recipient:**

Police Chief  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017
- c. **Notices.**
  - i. **Faxed / E-mailed Notices Allowed.** Except as described in Paragraph 16, Part (c)(ii), any written notices, requests, or authorizations (together referred to as “Notices”) that are described in the Agreement may be submitted and received via fax or e-mail. Notices described in this Paragraph 16, Part (c)(i) will be effective upon first receipt, unless otherwise specified in the Agreement. For Notices described in this Paragraph 16, Part (c)(i), “receipt” means when the Notice is received by the designated point of contact of either Sub-Recipient or the Council as evidenced by the date and time stamp electronically assigned to the fax or e-mail.
  - ii. **Mailed / Delivered Notices Required.**
    - 1. Notices required by Paragraph 11, except for a Termination Claim described in Paragraph 11, Part (c)(iv)(7) and a request described in Paragraph 11, Part (c)(iv)(7)(a), will be deemed given only if given in writing, and delivered to the party’s address noted in Paragraph 16, Part (b) by:
      - a. hand delivery,
      - b. Federal Express (“FedEx”), United Parcel Service (“UPS”), or similar service, or
      - c. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.

2. Notices described in Paragraph 16, Part (c)(ii)(1) will be effective upon first receipt, unless otherwise specified in the Agreement. For notices described in Paragraph 16, Part (c)(ii)(1), "receipt" means when the notice arrives at the address noted in Paragraph 16, Part (b), as indicated by the first of either one of: the signature of a person employed by or designated by the Council or Sub-Recipient, or the delivery date noted on mail/delivery service tracking receipt/slip/other tracking document including internet based or electronic documents (i.e. e-mail or information downloaded from a website).

17. General Terms.

- a. *Flow Down Provisions.* Sub-Recipient shall include certain provisions of the Agreement, including the Appendices, in all subcontracts that Sub-Recipient enters into under the Agreement. Sub-Recipient will coordinate with the Council to ensure that all of the required flow-down provisions are properly included in any subcontract Sub-Recipient issues under the Agreement.
- b. *Information Obtained Through Internet Links.* The Council does not guarantee the accuracy of the information accessed through the internet links provided in the Agreement. Sub-Recipient understands that any information it obtains through an internet link contained in the Agreement may not represent an official version of the federal law, state law, regulation, or directive and may be inaccurate; therefore, any information obtained through an internet link is neither incorporated by reference nor made a part of the Agreement unless the information represents the official version of the law, regulation, or directive.
- c. *Federal Changes.* The Council and Sub-Recipient understand that federal laws, regulations, and directives applicable on the date on that DHS awards federal assistance for the Agreement may be modified from time-to-time. In particular, new federal laws, regulations, and directives may become effective after the effective date of the Agreement. The most recent of the federal laws, regulations, and directives will apply to the administration of the Agreement at any particular time, except to the extent that DHS determines otherwise in writing.
- d. *No Obligation by the Federal Government.*
  - i. The Council and Sub-Recipient acknowledge that, despite any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to the Agreement and will not be subject to any obligations or liabilities to the Council, Sub-Recipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.
  - ii. Sub-Recipient shall include Paragraph 17, Part (d)(i) in each subcontract financed in whole or in part with federal funds provided by DHS. Sub-Recipient shall not modify Paragraph 17, Part (d)(i), except to identify the subcontractor that will be subject to its provisions.

- e. *Assignability.* Sub-Recipient shall not assign, transfer, or delegate any interest in the Agreement without the prior written consent of the Council.
- f. *Governing Law.* The Agreement will be interpreted under and governed by the laws of the State of Missouri.
- g. *Jurisdiction and Venue.* Any action at law, suit in equity, or other judicial proceeding to enforce or construe the Agreement, or regarding its alleged breach, will be instituted only in the Circuit Court of St. Louis City, Missouri.
- h. *Waiver.* No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of the Agreement, or of the Parties' right to insist on strict compliance with the Agreement after a waiver is given.
- i. *Agreement Binding on Successors.* Unless otherwise prohibited by the Agreement, the Agreement will be binding upon and will inure to the benefit of the Parties of the Agreement, their heirs, administrators, and successors.
- j. *Integration.* The Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It may not be modified or amended except in writing and when accomplished in accordance with Paragraph 10.
- k. *Survival of Terms.* All provisions of the Agreement which by their nature should survive termination or expiration of the Agreement will survive, including but not limited to: provisions regarding liability and insurance coverage, indemnification, copyrights, patents, other data, audits, inspections, access to records, retention of records, and sub-recipient monitoring.
- l. *Severability.* In the event that any of the terms or provisions of the Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of the Agreement will remain in full force and effect and will not be affected by the declaration.



## **Exhibit A – Sub-Recipient Special Terms & Conditions**

Sub-Recipient was assigned a moderate risk rating; therefore, Sub-Recipient must comply with the following special terms and conditions:

1. Sub-Recipient must submit its first invoice and back-up documentation to the Council in draft form. The documents must be submitted via email to the Council's point of contact designated in Paragraph 16, Part (a)(i). The Council will review the draft invoice and discuss the invoice with Sub-Recipient prior to Sub-Recipient submitting its invoice for payment.
2. As part of its draft invoice submission, Sub-Recipient must provide the Council with documentation to substantiate the Sub-Recipient's fringe benefits rate for review and discussion. The acceptable forms of fringe benefits rate documentation is described in Paragraph 3, Parts (a)(iv)(c)(ii) and (iii).

## Appendix II: Federal Award Information

This Appendix II: Federal Award Information provides the information about the Federal sources of funding for the East-West Gateway Council of Governments and City of Chesterfield, Missouri Financial Assistance Sub-Award Agreement.

Grant Year & Name	FAIN	Award Date(s)	Award Amount
2020 Urban Areas Security Initiative (UASI)	EMW-2020-SS-00051	09/01/2020 (Federal); 09/01/2020 (State)	\$3,309,319.20

**Appendix III: Reserved - Not Applicable to the Financial Assistance Sub-Award Agreement**



**Missouri Department of Public Safety**  
**Office of Homeland Security**  
**Division of Grants**  
 P.O. Box 749, Jefferson City, MO 65101  
 Telephone: 573-526-6125 Fax: 573-526-9012

**SUBAWARD AGREEMENT**

SUBRECIPIENT NAME		DATE	
East-West Gateway Council of Governments		09/30/2020	
ADDRESS		FEDERAL IDENTIFICATION NUMBER	OHS CONTROL NUMBER
1 South Memorial Drive, Ste. 1600		EMW-2020-SS-00051	U1
CITY		DUNS NUMBER	
St. Louis	STATE	071965933	
	MO		
TOTAL AMOUNT OF THE FEDERAL AWARD		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION	
\$3,309,319.20		\$3,309,319.20	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT		TOTAL APPROVED COST SHARING OR MATCHING	
\$3,309,319.20		\$0	
PROJECT PERIOD FROM	PROJECT PERIOD TO	FEDERAL AWARD DATE	
09/01/2020	08/31/2023	09/01/2020	
PROJECT TITLE		FUNDED BY	
St. Louis UASI FY 2020		FY 2020 Homeland Security Grant Program	
FEDERAL AWARING AGENCY	PASS THROUGH ENTITY	IS THIS AWARD R&D	INDIRECT COST RATE
Department of Homeland Security	MO Department of Public Safety/Office of Homeland Security	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> AMOUNT \$285,410.81
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER		METHOD OF PAYMENT (Reimbursement – Advanced)	
97.067		Reimbursement	

**CONTACT INFORMATION**

OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME		NAME	
Chelsey Call		Gregg Favre	
E-MAIL ADDRESS		ADDRESS (if different from above)	
chelsey.call@dps.mo.gov		1 South Memorial Drive, Ste. 1600	
TELEPHONE		CITY, STATE AND ZIP CODE	
(573) 526-9203		St. Louis, MO 63102	
PROGRAM MANAGER		TELEPHONE	E-MAIL ADDRESS
Joni McCarter		(314) 421-4220	gregg.favre@ewgateway.org

**SUMMARY DESCRIPTION OF PROJECT**  
 The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community.

The UASI Program assists high-threat, high density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to and recover from acts of terrorism.

**AWARDING AGENCY APPROVAL**

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF DPS OFFICIAL		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL	
Sandra K. Karsten, Director		James Wild, Executive Director	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
<i>Sandra K. Karsten</i>	10-9-2020	<i>James Wild</i>	10-5-2020


GRANT PROGRAM FY 2020 St. Louis Urban Area Security Initiative (UASI)	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2020-SS-00051-U1	DATE 09/30/20

**SUBAWARD AGREEMENT**  
**ARTICLES OF AGREEMENT**

***THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.***

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AUTHORIZED OFFICIAL INITIALS  


GRANT PROGRAM FY 2020 St. Louis Urban Area Security Initiative (UASI)	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2020-SS-00051-U1	DATE 09/30/20
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article I – Summary Description of Award**

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

**Article II – Procurement of Recovered Materials**

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article III – Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article IV - Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article V - USA Patriot Act of 2001**

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**Article VI – Universal Identifier and System of Award Management**

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article VII – Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

AUTHORIZED OFFICIAL INITIALS  
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GRANT PROGRAM FY 2020 St. Louis Urban Area Security Initiative (UASI)	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2020-SS-00051-U1	DATE 09/30/20
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article VIII – Rehabilitation act of 1973**

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article IX – Trafficking Victims Protection Act of 2000 (TVPA)**

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article X – Terrorist Financing**

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

**Article XI – SAFECOM**

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XII – Reporting Subawards and Executive Compensation**

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

**Article XIII – Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

**Article XIV - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

AUTHORIZED OFFICIAL INITIALS

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GRANT PROGRAM FY 2020 St. Louis Urban Area Security Initiative (UASI)	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2020-SS-00051-U1	DATE 09/30/20
<b>SUBAWARD AGREEMENT</b> <b>ARTICLES OF AGREEMENT</b>	

**Article XV –Civil Rights Act of 1964 - Title VI**

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Article XVII – Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles, I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article XVIII – Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article XIX - Activities Conducted Abroad**

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XX– Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

**Article XXII – Patents and Intellectual Property Rights**

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article XXIII – Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

**Article XXIV - Non-supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXV – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

**Article XXVI – National Environmental Policy Act**

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXVII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

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**Article XXVIII- Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article XXIX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

**Article XXX- Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXXI – Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article XXXII - Federal Debt Status**


All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXIII - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXXIV - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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**Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**  
Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XXXVII - Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

**Article XXXVIII - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XXXIX – Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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**Article XL – DHS/OHS Specific Acknowledgements and Assurances**

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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**Article XLI – Office of Homeland Security, Specific**

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventoring, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
  - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
  - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

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subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. 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.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To complete and submit the Biannual Strategy Implementation Report (BSIR), through the Grants Reporting Tool (GRT) within 30 days after FEMA officially opens and makes the BSIR available, or within 30 days of the end of the reporting period, whichever comes later. All required attributes of each project must be included. Updated obligations, expenditures, and significant developments must be provided with the BSIR to show the progress of implementation for every project, as well as, how expenditures support Planning, Organization, Equipment, Training and Exercises (POETE). The first BSIR will be due by December 31 of each calendar year in which the grant is awarded. Subsequent BSIR reports will require the subrecipient to report on a project-by-project basis. Subrecipient is also responsible for completing and submitting a closeout BSIR. When an award's period of performance or the liquidation period ends in the middle of a reporting period, a 'regular' BSIR must be submitted with full accounting of actual project information/expenditures before a Closeout BSIR can be created/submitted.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August – December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

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**Article XLII - Special Conditions**

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LETTER OF AGREEMENT

The purpose of this correspondence is to serve as a *Letter of Agreement* between the PARKWAY SCHOOL DISTRICT (hereinafter "DISTRICT") and the CITY OF CHESTERFIELD, MISSOURI (hereinafter, "CITY") on behalf of the CITY OF CHESTERFIELD POLICE DEPARTMENT (hereinafter, "DEPARTMENT") concerning the security program defined below.

Pursuant to previous discussions, the following considerations are mutually acceptable to both agencies:

1. The object of the program will be to assist the DISTRICT in continuing to provide a safe environment for the students, staff and citizens who interact with the DISTRICT. The officers will respond to the needs of the various schools in the DISTRICT and will regularly make contact with and assist the staff and students. The functions will include, but not be limited to:
  - Serving as a problem solving resource for the students, faculty and staff of the DISTRICT (D-12)
  - Enforcing DISTRICT policies and guidelines as they relate to security and safety issues
  - Providing assistance to the DISTRICT in dealing with individuals/conditions who/which may pose a threat to DISTRICT personnel, students and/or property
  - Providing patrol activities and performing other duties which are deemed appropriate by the DISTRICT and the CITY
  - Coordinating law enforcement functions with support units of the CITY
  - Providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentation, etc.
2. CITY and DISTRICT will work collaboratively to develop job descriptions, qualifications, character procedural documents, and a list of goals by which to evaluate the officers assigned to the DISTRICT.
3. The terms of this agreement shall be in force commencing July 1, 2021 and shall remain in effect until June 30, 2024, or until terminated by either party. This agreement may be terminated by either party upon written notice to the individuals signing this agreement. Said termination shall take effect thirty (30) days after written notice.

4. The CITY shall detach four (4) police officers from its regular force and assign those officers to DISTRICT middle and high schools within the City of Chesterfield where they shall function as "School Resource Officers (SRO)" for the regular school year. Furthermore, the CITY OF CHESTERFIELD shall detach a sufficient number of officers to staff summer school sessions being held at DISTRICT middle and high schools within the City of Chesterfield.

Funding for the four SROs and the officer(s) assigned to summer school session will be provided as follows: 100% of the cost of assigned officer's Chesterfield salary and benefits are to be provided by the DISTRICT during the time the officers are assigned to the DISTRICT.

In February of each year the agreement is in effect, the CITY will provide the DISTRICT a spreadsheet detailing the projected cost for the four SROs for the next contract period.

5. The CITY will make available four (4) marked police vehicles for use by the School Resource Officers assigned to the DISTRICT during the regular school year and the summer session.
6. The DISTRICT shall have complete services of the assigned officers throughout the regular school year. Assigned officers will return to the CITY for assignment during the summer months.
7. The officers detached to the DISTRICT during the regular school year and the summer session shall provide special law enforcement services to the DISTRICT. The services provided shall be services not ordinarily provided by the CITY. THE officers performing these services shall be considered employees of the CTIY and not employees of the DISTRICT, and shall follow the policies and procedures of the DEPARTMENT. The officers assigned to this program shall be jointly selected by the DISTRICT and the CITY. Assignments to the position by the CITY will not abridge the officer's employment rights as provided by the CITY. Normal duty (working) hours shall be determined by the DISTRICT and the Police Department. Duty (working) hours may be modified based upon need, and agreeable to both the CITY and the DISTRICT.
8. To enhance community building and the development of skills for all school staff, School Resource Officers will participate in school professional development activities as appropriate to their work. This includes, but is not limited to technology changes, safety management and intruder training, social justice and trauma informed care, engagement with students and parents on safety topics and social-emotional mental health issues.

9. The CITY shall provide a supervisor of the rank of Sergeant or above who shall function as a liaison to the DISTRICT. This individual will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The liaison will not be assigned to the DISTRICT.
10. It is acknowledged that the CITY is insured for the purposes of general liability, professional liability and Worker's Compensation/employer liability.
11. All police-sensitive records regarding the program will be maintained by the CITY. School administrative records will stay within the DISTRICT. Individual officer's performance will be evaluated twice per year.
12. CITY and DISTRICT will meet monthly to monitor and evaluate the progress of the program. The program will be reviewed and, if needed, revised on a yearly basis.
13. Neither CITY nor DISTRICT shall be liable for delays or defaults in the performance of this Agreement due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, pandemics, governmental action of any kind or any other causes of similar character beyond the control and without the fault or negligence of the CITY or DISTRICT.

The CHESTERFIELD POLICE DEPARTMENT and the PARKWAY SCHOOL DISTRICT have a history of working together to provide quality service to the citizens in our area and we agree to implement this program in an effort to further enhance the quality of life for our citizens.

\_\_\_\_\_  
Board President  
Parkway School District

\_\_\_\_\_  
Michael Geisel, City Administrator  
City of Chesterfield

\_\_\_\_\_  
Date

### **SCHOOL RESOURCE OFFICERS AGREEMENT**

This School Resource Officers Agreement (hereinafter "Agreement") is made and entered into as of the 20th day of July, 2017, between **ROCKWOOD R-VI SCHOOL DISTRICT** (hereinafter "DISTRICT"), a seven director public school district in the State of Missouri by and through its Board of Education and **CITY OF CHESTERFIELD, MISSOURI** (hereinafter "CITY"), a 3rd class city organized under the laws of the State of Missouri on behalf of the City of Chesterfield Police Department (hereinafter "DEPARTMENT");

WHEREAS, DISTRICT desires CITY to provide a security program to assist DISTRICT at the following schools: (a) Marquette High School (hereinafter "Marquette"); and (b) Crestview Middle School (hereinafter "Crestview") (hereinafter collectively, Marquette and Crestview are the "SCHOOLS") to provide a safe environment for the students, staff and citizens who interact with DISTRICT; and

WHEREAS, CITY desires to provide a security program at the SCHOOLS (hereinafter the "Program") for DISTRICT;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations hereinafter stated, the receipt and sufficiency of which are hereby acknowledged by the parties, DISTRICT and CITY mutually agree as follows, to wit:

#### **ARTICLE I – TIME OF PERFORMANCE**

1.1 This Agreement shall be for an initial one (1) year term commencing on August 1, 2017 and terminating on July 31, 2017. This Agreement shall be automatically renewed thereafter for one-year terms until terminated by either party as provided for under Section 3.3 of this Agreement. Each renewal term shall be subject to the same terms and conditions as set forth in this Agreement except compensation for each renewal term shall be determined as provided under Section 2.1 of this Agreement.

#### **ARTICLE II – COMPENSATION**

2.1 (a) CITY shall detach two (2) police officers from its DEPARTMENT and assign those officers to the SCHOOLS as follows: one (1) officer shall be assigned to Marquette and one (1) officer shall be assigned to Crestview, where they shall function as "School Resource Officers" (hereinafter collectively, "Officers"). During the 12-month period that will commence on August 1, 2017, DISTRICT will pay CITY \$6,627.71 per month for months one (1) and ten (10) and \$13,255.41 per month for months two (2) through nine (9) for said Officers for an annual cost of \$119,298.71. The cost to DISTRICT represents seventy-five percent (75%) of CITY's salary and benefit costs for said Officers.

Remainder of page left blank intentionally

(b) At least thirty (30) days prior to the expiration of any year during the initial term of this Agreement or any renewal term thereafter, CITY shall provide DISTRICT a cost sheet in the form of a "Police Service Costs" sheet similar to Exhibit A, which is attached hereto and made a part of this Agreement. The cost sheet shall detail the projected costs of the Officers and the vehicles for the next coming year of the Agreement. DISTRICT shall not be required to pay more than seventy-five percent (75%) of CITY's salary and benefit costs of its Officers assigned to DISTRICT under this Agreement in each year. For the purpose of calculating the overall annual compensation adjustment for each year of initial term of this Agreement and for each renewal term thereafter, no increase shall exceed five percent (5%) of the costs for the preceding year.

2.2 DISTRICT shall be billed by CITY in monthly installments of the total annual cost. CITY shall present to DISTRICT an invoice within ten (10) days of the end of each month. DISTRICT shall remit payment with thirty (30) days after receipt of each invoice.

### ARTICLE III – PROGRAM TERMS AND CONDITIONS

3.1 Under the terms of this Agreement, CITY shall provide police officers who have been jointly selected by CITY and DISTRICT and who are to respond to the needs of DISTRICT and who shall regularly make contact with and assist the staff and students of DISTRICT. The Officers performing services under the terms of this Agreement shall, at all times, be considered employees of CITY and not of DISTRICT. If DISTRICT determines that any Officer assigned to provide services under this Agreement is not performing in accordance with this Agreement, DISTRICT shall provide written notice to CITY to replace said Officer and upon such notice, CITY shall replace the Officer within ten (10) days of receipt of such notice by DISTRICT. The functions of the Officers at the SCHOOLS will include, but not be limited to:

- (a) serving as a problem-solving resource for the students, faculty and staff;
- (b) enforcing DISTRICT's policies and guidelines as they relate to security and safety issues;
- (c) providing assistance to DISTRICT in dealing with individuals and/or conditions that may pose a threat to the personnel, students and/or property of DISTRICT;
- (d) providing patrol activities and performing other duties which are deemed appropriate by DISTRICT and CITY;
- (e) coordinating law enforcement functions with support units of CITY;
- (f) offering assistance to DISTRICT by serving as a guest speaker and/or an emcee at special events sponsored by DISTRICT;
- (g) working with the neighborhoods adjacent to DISTRICT's SCHOOLS for the mutual goals and objectives of DISTRICT and CITY and to foster community problem solving;

- (h) being available to DISTRICT Mondays through Fridays from 8:00 a.m. to 4:30 p.m. from August 16, 2017 to May 24, 2018 each year and the Officers' working hours may be modified based upon need but subject to approval by both CITY and DISTRICT; and
- (i) completing all certification and training requirements for school resource officers pursuant to applicable governing laws as a prerequisite to becoming an Officer.

3.2 The Officers shall comply with all applicable laws, policies and procedures of DEPARTMENT. The Officers shall remain responsive to the chain of command of DEPARTMENT.

3.3 This Agreement may be terminated by either CITY or DISTRICT upon written notice to the persons designated under Section 3.9 of this Agreement. Said termination shall take effect 30 days after written notice is received by the non-terminating party.

3.4 CITY shall provide a supervisor of the rank of sergeant or above who shall function as liaison with DISTRICT for purposes of this Agreement, but the police supervisor will not serve as the officer of DISTRICT. The supervisor shall work with the individuals designated by DISTRICT to develop specific operational procedures to facilitate the goals of the Program.

3.5 It is acknowledged that CITY carries the following insurance, St. Louis Area Insurance Trust, for claims involving workers' compensation and tort liability and CITY extends the protection of such insurance to CITY employees and officers subject to the terms and conditions of that policy, including the Officers. DISTRICT shall not be responsible for the salary and employee benefits of any employee of CITY who may provide service to DISTRICT pursuant to the terms of this Agreement, including the Officers assigned to DISTRICT under the terms of this Agreement. Nothing contained herein shall be construed as a waiver of any protection afforded to DISTRICT or CITY by the doctrine of sovereign immunity.

3.6 CITY and DISTRICT shall meet monthly to monitor and evaluate the progress of the Program.

3.7 As used in this Agreement, the term "DISTRICT" means the officers, employees, legal representatives, successors or assigns of DISTRICT; and the "CITY" means the officers, employees, legal representatives, successors and assigns of CITY.

3.8 Neither CITY nor DISTRICT shall be liable for delays or defaults in the performance of this Agreement due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond the reasonable control and without the fault or negligence of DISTRICT or CITY.

3.9 Any notice, invoice, communication or compensation provided herein, and any service of process shall be in writing and considered completed and received twenty-four (24) hours after said notice, invoice, communication or compensation is posted, postage prepaid, addressed as follows:

To DISTRICT:  
Dr. Eric Knost, Superintendent  
Rockwood School District  
111 E. North Street  
Eureka, MO 63025

To CITY:  
Col. Ray Johnson  
Chief of Police  
Chesterfield Police Department  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

#### ARTICLE IV-MISCELLANEOUS

4.1 This writing is intended by the parties as a final expression of this Agreement and also is intended as a complete and exclusive statement of the terms of this Agreement.

4.2 Any amendment that may be made to this Agreement shall be in writing and the amended Agreement shall be executed with the same formality as this Agreement.

4.3 In the event that any actions or proceedings are initiated with respect to this Agreement, DISTRICT and CITY agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

4.4 This Agreement may not be assigned or otherwise transferred by either party without the prior written approval of the other party.

4.5 This Agreement shall not be construed as an agreement for the benefit of any third party.

4.6 Notwithstanding anything that may be found in this Agreement to the contrary, the parties do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or by statute.

4.7 In the event any condition, clause or particular of this Agreement is ruled to be null and void by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

4.8 The captions in this Agreement are for convenience and reference only and in no way define, limit, describe or enhance the scope or intent of this Agreement nor in any way affect this Agreement.

4.9 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Signature Page to Follow]



IN WITNESS THEREOF, DISTRICT and CITY have signed their names on the day and year first above written.

ROCKWOOD VI- SCHOOL DISTRICT, a seven director public school district in the State of Missouri by and through its Board of Education

By: Matthew Doell  
Name: Matthew Doell  
Title: President, Board of Education

CITY OF CHESTERFIELD

By: Bob Nation  
Name: BOB NATION  
Title: MAYOR

**CHESTERFIELD  
POLICE DEPARTMENT**

**CRIME  
REDUCTION/PREVENTION  
STRATEGY**

**2020/2021**

**SUBMITTED BY:**

**Chief Ray Johnson**

**TO:**

**Mr. Michael Geisel**

**City Administrator**

**June 22, 2020**

## **PURPOSE**

The purpose of this report is to develop a strategy to reduce and prevent crime in the City of Chesterfield.

## **STATEMENT OF THE PROBLEM**

While Chesterfield is a safe place to live and work, we do experience a fair share of property crimes, with larcenies being the highest occurring. In 2019 there were 649 larcenies reported. Shoplifting accounted for 45% (291) of the documented cases. Larcenies from motor vehicles accounted for 24% (159). While larcenies are largely a crime of opportunity, the problem we are experiencing in Chesterfield appears to be specifically targeted crimes. Large retail establishments attract opportunists and professional shoplifters. These individuals are often repeat offenders who see Chesterfield as an ideal location to steal. Once confronted by store employees or the police these individuals often flee in vehicles at high rates of speed.

Larcenies from vehicles and motor vehicle thefts has seen a large increase throughout the St. Louis County area; Chesterfield is no exception to this trend. Groups of individuals travel to the area during the overnight hours with the purpose of stealing from vehicles and stealing vehicles when the opportunity presents itself. The vehicle thefts are, for the most part, the result of owners leaving their vehicles unlocked with the keys inside. There were 51 stolen vehicles reported in 2019, compared with 34 in 2018.

Both the retail thefts and the theft/larcenies off/from vehicles is an ongoing challenge and must be addressed on many different levels. Prevention, Deterrence, Apprehension, and Prosecution all play a critical role and must all be considered in conjunction with one another.

**Prevention** is the first and best option; and police visibility is key. A high police presence at and near the retail districts is paramount to helping prevent shoplifting. Police visibility in the residential areas is, likewise, of great significance in preventing late night auto thefts/break-ins.

**Deterrence** of repeat criminal activity comes in many different forms. Immediate consequences are often more effective than the possibility of punishment at a later date or, as is often the case, not at all. Suspects who are arrested for stealing are often issued a summons and released at the scene or brought to the station where they are processed, issued a summons, and released. This does very little to deter them from returning. In custody warrant application for repeat offenders must be a priority. Asset forfeiture proceedings must also be reinforced to the officers. Generally, each felony shoplifting involves the use of a motor vehicle to assist in the crime. If the evidence suggests the vehicle was knowingly used as an instrument of the crime, it should be seized and asset forfeiture should be completed before the end of the officer's shift. Full custodial arrests for larcenies should require the officer to inquire with the victim if they wished to have the suspect's vehicle towed from their property. This would eliminate the need for the suspect to return to the scene of the crime.

**Apprehension** of those responsible for the thefts is critical. The SEU does an outstanding job of catching a large number of suspects, however, many go undetected. The purchase and use of an Automatic License Plate Recognition (ALPR) system would be beneficial to our effectiveness in alerting officers of stolen, wanted, and suspect vehicles when they arrive at a location.

**Prosecution** of shoplifters has always been an issue. A fourth offense is a felony; but, many offenders have pages of arrests with very few convictions. Property crimes such as shopliftings are seen by many courts and prosecutors as nuisances and are often plead out, or result in a

reduced charge or an S.I.S. (Suspended Imposition of Sentence). The ability to charge the suspect in a municipal court and obtain a conviction on the original charge of stealing will go far in ultimately insuring a felony conviction for a Stealing 4th Offense. The police need to work hand in hand with the Municipal Prosecuting Attorney, by preparing thorough courtroom testimony, and detailed police reports, to ensure when practical that "career" shopliftings are not plead out or reduced to a lesser charge at the municipal level.

## **GENERAL RESPONSE**

Vehicle thefts and larcenies have recently been addressed by establishment of a vehicle theft prevention detail. This detail was devised to increase staffing on the midnight shift. The officers assigned are working Thursday through Sunday which statistics have shown to be the most likely days of occurrence. The use of unmarked vehicles, plainclothes officers, K-9 Units, and marked units have proven effective thus far and will be continuing throughout the near future. It is understood this type of criminal activity is sporadic and difficult to predict. This detail will be able to be implemented thought the year as deemed necessary. Furthermore, similar details should be enacted when any type of crime trend arises in Chesterfield.

Criminal Investigation is a key element in crime prevention. Suspects who are identified and apprehended are less likely to return to an area and will move elsewhere. The detective bureau is currently staffed with 6 detectives which will allow them to dedicate more time to their cases. It is suggested to maintain this level of staffing.

Cooperation with our neighboring municipalities is paramount in reducing crimes. Steps have already been taken to ensure the sharing of resources, information, and staffing to reduce crime in our region.

Community Affairs and social media is an excellent weapon to combat crime and to keep the citizens involved in their community. A new supervisor has recently been assigned to the community affairs division with direction to assure the unit will become more aggressive and involved within the community. The goal is to better foster the already positive relationship we have with our citizens.

Beginning in June of 2019 the Bureau of Uniform Patrol implemented a new Daily Activity Requirements. These new requirements in conjunction with the monthly, midyear, and Annual evaluation redefine what is expected from an officer. Self-initiated activity became a priority and officers are now required to reach a minimum of 30 such activities per month to receive a minimum evaluation score of a 3 (Meets standards). This has resulted in an increase of activity directly related to crime prevention such as traffic contacts, open doors, open garage doors, and arrests. These requirements will be reinforced on a routine basis to help reduce criminal activity.

## **SPECIFIC STRATEGIES**

The Chesterfield Police Department will strive to achieve successful crime prevention/reduction by implementation of the following strategies:

- 1) Ensure the SEU (Special Enforcement Unit) is fully staffed with 8 officers and a working supervisor.
- 2) Purchase and implement an Automatic License Plate Recognition (ALPR) system.
- 3) Require full custodial arrest and In-custody warrant application for all repeat offenders.
- 4) Implement seizure and asset forfeiture proceedings when evidence suggests a vehicle was knowingly used as an instrument of the crime, shoplifting or otherwise.
- 5) Full custodial arrests for larcenies shall require the officer to inquire with the victim if they wish to have the suspect's vehicle towed from their property.
- 6) Partner with the Chesterfield Municipal Court to ensure repeat offender shoplifting charges, where practical, are not plead out or reduced to a lesser charge.
- 7) Establish and enact special ad hoc anti-theft details in response to any type of crime trend arising in Chesterfield.
- 8) Maintain current staffing of 6 detectives for thorough follow-up investigation of crimes occurring.
- 9) Partner with neighboring municipalities for the sharing of resources, information, and staffing to reduce crime, not only within Chesterfield, but within the West County region.
- 10) Direct the Department's Community affairs Unit to become more aggressive and involved in the community; Neighborhood Watch meetings, etc.
- 11) Enhance the use of Social media to highlight community crime patterns and to share crime prevention information with the community.
- 12) Require police patrol officers to conduct a minimum of 30 self-initiated activities per month with an emphasis on crime prevention/reduction.

## **CONCLUSION**

The City of Chesterfield is fortunate in that we experience a relatively low crime rate. Particularly as it pertains to visible street level crime or crimes against persons. Nonetheless, property crimes in both the commercial/retail districts and the residential areas of the City tend to have a detrimental effect, both financially, and on the compromising sense of safety and security of our residents and the community at large.

Therefore, the implementation and monitoring of the strategies contained herein shall become a goal for the Police Department. However, complete success is dependent on the participation and full cooperation of the community, the municipal court, and the Police. Instilling and obtaining that cooperation is critical and will be "Priority One" as we carry out the implementation of the strategies outlined.

The Department's Crime Analyst shall maintain statistical data for comparison purposes and to gauge the effectiveness of the strategies outlines herein. Adjustments in tactics and reallocation of manpower and resources will be made as necessary to assure success.