

BILL NO.: 24-0716

ORDINANCE NO.: 24- 0285

INTRODUCED BY: COUNCIL MEMBER (s) Gwoteke

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI TO**
2 **ACCEPT THE AWARD OF THE URBAN AREA SECURITY INITIATIVE (UASI)**
3 **GRANT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE**
4 **DOCUMENTS NECESSARY FOR THE COUNTY TO PARTICIPATE IN SAID**
5 **GRANT.**

6 **WHEREAS**, the County has been awarded the 2023 Urban Area Security Initiative
7 Grant (UASI); and

8 **WHEREAS**, said grant is administered by the Department of Homeland Security;
9 and

10 **WHEREAS**, Jefferson County, Missouri has the opportunity to participate in this
11 grant pursuant to a Financial Assistance Sub-Award Agreement to be entered into between
12 the County and East-West Gateway Council of Governments, under which the County
13 would be a Sub-Recipient of the grant monies; and

14 **WHEREAS**, a copy of the Financial Assistance Sub-Award Agreement is attached
15 hereto as Exhibit A; and

16 **WHEREAS**, the purpose of said grant will be to support the Suspicious Activity
17 Reporting/Intelligence Liaison Officer position at the St. Louis Fusion Center; and

18 **WHEREAS**, The Suspicious Activity Reporting/Intelligence Liaison Officer
19 (SAR/ILO) Coordinator will address the need for a more complete regional intelligence

FILED

JUL 30 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

1 platform, and enhance the communications between federal, state and local public safety
2 agencies as well as private sector entities; and

3 **WHEREAS**, the SAR/ILO Coordinator will be responsible for collection analysis
4 and dissemination of information obtained through suspicious activity reporting, increasing
5 the Fusion Center's outreach capabilities, leading to the prevention of terrorist, criminal,
6 and domestic violent extremist activities on multi-jurisdictional, multi-disciplinary levels;
7 and

8 **WHEREAS**, the County, based on the recommendation of the Sheriff of Jefferson
9 County, will participate in the 2023 Urban Area Security Initiative (UASI) Grant.

10 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
11 **AS FOLLOWS:**

12 Section 1. The County accepts the award of the 2023 Urban Area Security
13 Initiative (UASI) Grant for the amount not to exceed One Hundred Forty Thousand Dollars
14 (\$140,000.00), subject to budgetary limitations.

15 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
16 County Executive to execute the Financial Assistance Sub-Award Agreement incorporated
17 by Reference as Exhibit "A" and any agreements or contracts or documents necessary to
18 effectuate the award of the grants, bids, and proposals set forth in this Ordinance. The
19 County Executive is further authorized to take any and all actions necessary to carry out
20 the intent of this Ordinance.

21 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
22 thereto, and any contracts or agreements shall be maintained by the Department of the

1 County Clerk consistent with the rules and procedures for the maintenance and retention
2 of records as promulgated by the Secretary of State.

3 Section 4. This Ordinance shall be in full force and effect from and after its
4 date of approval.

5 Section 5. If any part of this Ordinance is invalid for any reason, such
6 invalidity shall not affect the remainder of this Ordinance.

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THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 22 DAY OF July, 2024:

PASSED **FAILED**

Charles Groeteke
Charles Groeteke, County Council Chair

Cherlynn Boyer
Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 26 DAY OF July, 2024.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.



Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Jeanne Goff, County Clerk

BY: 

First Reading: 07-22-2024

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



ORDINANCE NO. 24-0285
ORDINANCE NO.

1. Sub-Award Information

(a) Grant # 23U101-FCFUNDSJEFFCO (b) Project Name 2023 UASI Grant Funds - St. Louis Fusion Center Sustainment
 (c) Project Description Jefferson County, Missouri will receive grant funds to support the Suspicious Activity Reporting / Intelligence Liaison Officer position at the St. Louis Fusion Center.
 (d) Sub-Award Performance Period (i) Start Date 08/01/2024 (ii) End Date 07/31/2025
 (e) Total Sub-Award Amount (Grant + Match) \$140,000.00 *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

PENGAD 800-631-8688
EXHIBIT
A

2. Sub-Recipient Information

(a) Name Jefferson County, Missouri (b) Address 729 Maple Street, Suite G30, Hillsboro, MO 63050 (c) UEI DSLMIJKQ1DSW1
 (d) Point of Contact (i) Name David Marshak, Sheriff (ii) Phone 636-797-5000 (iii) Email dmarshak@jeffcomo.org

3. EWG Point of Contact Information

(a) Name Leah Watkins, Contracts & Grants Coordinator (b) Phone 314-421-4220 (c) Email leah.watkins@ewgateway.org

4. Funding Source Information

(a) Funding Type	(b) Awarding Agency Name(s)	(c) ALN Information	(d) \$ Amt.
Federal grant	U.S. DHS, FEMA through MO Office of Homeland Security	97.067 - Homeland Security Grant Program (2023)	\$140,000.00
(e) Total Sub-Award Amount (Grant + Match)			\$140,000.00

*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

N/A

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: MoOHS Guidelines

(b) Each of the following Appendices:

Appendix I: Sub-Recipient General Terms & Conditions; Appendix II: Federal Award Information; Appendix III: Equipment & Supplies List; and Appendix IV: MoOHS Subaward Agreement (only to the extent described in Appendix I, Paragraph 15, Part (a)(ii)).

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 James M. Wild, Executive Director Signature _____ Date _____

Jefferson County, Missouri

Name & Title Dennis Gannon, County Executive Signature Dennis Gannon Date 8/2/2024

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

The following terms apply to the Financial Assistance Sub-Award Agreement (“Sub-Award”) entered into by Jefferson County, 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, Grant Award of Contract (“Appendix IV”), which is incorporated into the Sub-Award only to the extent described in Paragraph 15, Part (a)(ii).

- 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. Sub-Award.
 - iii. Appendix IV.
 - iv. 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 (d) 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 Suspicious Activity Reporting / Intelligence Liaison Officer (SAR/ILO) Coordinator for the Urban Area. The SAR/ILO Coordinator will address the need for a more complete regional intelligence platform, and enhance the communications between federal, state and local public safety agencies as well as private sector entities. The SAR/ILO Coordinator will be responsible for collection, analysis and dissemination of information obtained

through suspicious activity reporting, increasing the Fusion Center's outreach capabilities, and directly leading to the prevention of terrorist, criminal, and domestic violent extremist activities on a multi-jurisdictional, multi-disciplinary level. 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 commissioned officer to serve as the SAR / ILO Coordinator who will perform the work described in Paragraph 3, Parts (b)(i) – (x). Sub-Recipient's personnel shall perform the work described in Paragraph 3, Parts (b)(i) – (x) 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. Provide and coordinate outreach, education, and training to all St. Louis Fusion Center (STLFC) partners.
 - ii. Serve as the primary investigator and point of contact for SAR and Threats to Life (TTLs).
 - iii. Build and maintain the ILO contact list.
 - iv. Facilitate information sharing among law enforcement and homeland security partners.
 - v. Perform intelligence analysis activities.
 - vi. Facilitate the delivery and/or creation of alerts, bulletins, and intelligence products for St. Louis UASI partners.
 - vii. Work closely with local, state, and federal task force partners.
 - viii. Support programs or other efforts intended to prevent, mitigate, and respond to incidents in the Urban Area with a criminal or terrorism nexus.
 - ix. Attend opportunities for training, education, and conferences to enhance the performance of the STLFC and its mission.
 - x. Perform other related duties as assigned by the Fusion Center Director, or designee, to further the mission of the STLFC.
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 forty thousand dollars (\$140,000.00) 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 SAR/ILO Coordinator position in accordance with Sub-Recipients' 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 fifteenth (15th) calendar day of each 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. A detailed accounting of the personnel costs incurred, to include: the hours worked, the raw hourly rate for each employee, total labor costs incurred based upon the hours worked and the raw hourly rate.
 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 benefits or fringe benefits rate. Sub-Recipient must bill the Council for its then-current fringe costs and throughout the performance period, Sub-Recipient must make adjustments in order to keep the billing in compliance with Sub-Recipient's current fringe benefit costs or its approved fringe benefit cost 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.
 - c. documentation to substantiate Sub-Recipient's fringe benefits cost or fringe benefit rate, as applicable. 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 1st through December 31st), 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 via e-mail to Accounts Payable at acctpayable@ewgateway.org with a copy to Leah Watkins at leah.watkins@ewgateway.org.
- viii. ***Sub-Recipient shall submit a final invoice to the Council no later than August 15, 2025. 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 August 15, 2025 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 or other Fusion Center 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* and the *Baseline Capabilities for State and Major Urban Area Fusion Centers: A Supplement to the Fusion Center Guidelines*, as each may be updated from time-to-time.
- iii. Sub-Recipient shall inform the Council in writing if the person hired to fill the SAR/ILO Coordinator position 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 SAR/ILO Coordinator 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 SAR/ILO Coordinator 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.
- vii. 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: (i) Sub-Recipient's breach of or default in the Agreement, (ii) 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, 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 provides liability protection to cover claims described in Paragraph 7, Part (a) and meets the insurance requirements described in Paragraph 7, Part (b).
 - iii. Upon the Council's written request, Sub-Recipient shall provide the Council with written proof of insurance coverage. Sub-Recipient must submit this proof of insurance to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). 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, or their respective board members', officers', directors', servants', employees', agents', successors', or assigns', 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 fifteenth (15th) calendar day of each month. Sub-Recipient shall either submit 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, the Work Products it created as part of the project, 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, Work Products, 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 point of contact designated in Paragraph 16, Part (a)(i)(1).
- ii. The Council's Director of Administration.
- iii. The Council's Executive Director.

The Council's project manager, the points 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. 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 (e.g. Sub-Award Adjustment Notice (SAN)). 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). If the Agreement includes the provision of grant funds, then a change that will result in an increase in the total amount paid by the Council for the project 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 or the Project Site(s) 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), or
 - iv. Sub-Recipient has not complied or is not complying with the reporting requirements defined in Paragraph 8.
 - 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, 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 (4th) 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 contracts 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 <https://sam.gov/content/home> and the Missouri "Suspended Vendors List" at <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> 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; 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 XLVI 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 low risk rating; therefore, the Agreement does not include any special terms or conditions.
 - 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) and the period described in Paragraph 2, Part (b), 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 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 Sites(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).

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.

- 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, the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act, and Executive Order 14005 which require 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 VII, VIII, X, XI, XVI, XXV, XXVIII, and XXXIII 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; 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; 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 David Marshak, Sheriff, 400 First St., P.O. Box 100, Hillsboro, MO 63050; dmarshak@jeffcomo.org; 636-797-5000.
 - 2. The point of contact for the billing / invoicing is Elizabeth Crites, Finance and Grants Coordinator, 400 First St., P.O. Box 100, Hillsboro, MO 63050; ecrites@jeffcomo.org; 636-797-5020.
 - 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:**
 - County Executive
 - Jefferson County, MO
 - P.O. Box 100
 - Hillsboro, MO 63050
- 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.

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 Jefferson County, Missouri Financial Assistance Sub-Award Agreement.

Grant Year & Name	FAIN	Award Date(s)	Award Amount
2023 Urban Area Security Initiative (UASI)	EMW-2023-SS-00085	09/01/2023 (Federal); 11/02/2023 (State)	\$3,610,000.00

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



Missouri Department of Public Safety
 Office of Homeland Security
 DPS Grants
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

DATE 11/02/2023		FEDERAL IDENTIFICATION NUMBER EMW-2023-SS-00085		OHS CONTROL NUMBER U1	
SUBRECIPIENT NAME East-West Gateway Council of Governments			UEI NUMBER YLHEWQ1A6DH4		
ADDRESS 1 South Memorial Drive, Ste. 1600					
CITY St. Louis		STATE MO		ZIP CODE 63102	
TOTAL AMOUNT OF THE FEDERAL AWARD \$3,610,000.00			AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$3,610,000.00		
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$3,610,000.00			TOTAL APPROVED COST SHARING OR MATCHING \$0.00		
PROJECT PERIOD FROM 09/01/2023		PROJECT PERIOD TO 08/31/2026		FEDERAL AWARD DATE 09/01/2023	
PROJECT TITLE FY23 - St. Louis UASI			FUNDED BY FY 2023 Homeland Security Grant Program		
FEDERAL AWARDOING AGENCY Department of Homeland Security		PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security		IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
				INDIRECT COST RATE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> AMOUNT \$265,116.97	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067			METHOD OF PAYMENT (Reimbursement - Advanced) Reimbursement		
CONTACT INFORMATION					
DPS GRANT SPECIALIST			SUBRECIPIENT PROJECT DIRECTOR		
NAME Debbie Musselman			NAME Samantha Lewis, Director of Regional Security/STARRS		
E-MAIL ADDRESS Debbie.Musselman@dps.mo.gov			ADDRESS (If different from above) 1 South Memorial Drive, Ste. 1600		
TELEPHONE (573) 751-5997			CITY, STATE AND ZIP CODE St. Louis, MO 63102		
PROGRAM MANAGER Joni McCarter			TELEPHONE (314) 421-4220		E-MAIL ADDRESS samantha.lewis@ewgateway.org
SUMMARY DESCRIPTION OF PROJECT The purpose of the FY 2023 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 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.					
AWARDOING AGENCY APPROVAL			SUBRECIPIENT AUTHORIZED OFFICIAL		
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director			TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL James Wild, Executive Director		
SIGNATURE OF APPROVING DPS OFFICIAL <i>Sandra K. Karsten</i>		DATE 1-25-24	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>James Wild</i>		DATE 1-29-2024
<p>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.</p>					

GRANT PROGRAM FY 2023 State Homeland Security Program	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2023-SS-00085-U1	DATE 11/02/2023
SUBAWARD AGREEMENT	
ARTICLES OF AGREEMENT	

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Article I – Summary Description of Award

The purpose of the FY 2023 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 – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS/DPS/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.

II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

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

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

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3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/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.

Article V – 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 VI – Activities Conducted Abroad

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

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII – 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. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients 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 IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines 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 X – 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. section 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 XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and

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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. section 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 XII – Copyright

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

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 3002. 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 – 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. sections 8101-8106).

Article XV – 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 XVI – 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. 92-318 (1972) (codified as amended at 20 U.S.C. section 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.

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Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVIII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 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.

Article XIX – False Claims Act and Program Fraud Civil Remedies

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

Article XX – 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 XXI– 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 XXII – 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.) 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. section 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 XXIII – Hotel and Motel Fire Safety Act of 1990

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 Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –

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prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients 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://jwww.lep.gov>.

Article XXVI – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient 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.

Article XXVII – National Environmental Policy Act

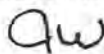
Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients 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 XXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS 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 programs.

Article XXIX – 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.

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Article XXX – 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 XXXI – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 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. section 401.14.

Article XXXII – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 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 XXXIII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 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 XXXIV – 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 awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal 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.

Article XXXV – 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 XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

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1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

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There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVII – 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 XXXVIII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX – 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. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL – 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 XLI – 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. sections 175-175c.

Article XLII – 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.

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Article XLIII – Whistleblower Protection Act

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

Article XLIV – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

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; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

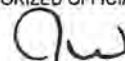
Article XLV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), 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 inventorying, 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



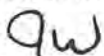
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approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/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 DPS/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 DPS/OHS, become property of the State of Missouri. The 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 DPS/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.

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11. In the event DPS/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 DPS/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 DPS/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 DPS/OHS prior to the start of any project.
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 DPS/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 DPS/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 over \$10,000.00 must have prior approval from the DPS/OHS.

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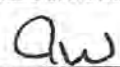
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should 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 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.
20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri’s State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
- b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
- c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for

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three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.

- d. Federal Equitable Sharing Funds:
Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
- e. Intoxication-Related Traffic Offenses:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.
- f. Rap Back Program Participation:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.
- g. Custodial Interrogations:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.
- h. Body Armor:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.
- i. Body Armor Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

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j. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

a. Fire Department Registration:

The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

b. Turnout Gear Maintenance Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.

23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
- b. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
- c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
- d. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
- e. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

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- f. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).
24. Subrecipient is required to provide statewide threat assessment and emerging threat briefings to the Homeland Security Advisory Council (HSAC) upon request of the Homeland Security Advisor or their designee.
25. Subrecipient is required to collaborate with the Missouri Office of Homeland Security during the United States Department of Homeland Security's Annual Risk Assessment process. This process includes, but not limited to the following data calls: Special Event RFI, Threat RFI, and the National Critical Infrastructure Prioritization Program. Compliance requires a data submission or validation response back to the Missouri Office of Homeland Security.
26. Subrecipient is required to participate in the Missouri Suspicious Activity Reporting Fusion Center Coordination Program – Safe Nation, as referenced in the Missouri Fusion Center Coordination Plan.

Article XLVII – Special Conditions

None.

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