

FILED

FEB 02 2024

JEANNIE GOFF
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0119

ORDINANCE NO.: 24- 0117

INTRODUCED BY: COUNCIL MEMBER (s) Graeteke

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI TO**
2 **ACCEPT THE AWARD FOR THE 2021 URBAN AREAS SECURITY INITIATIVE**
3 **(UASI) GRANT FOR THE DEPARTMENT OF THE SHERIFF AND THE**
4 **DEPARTMENT OF EMERGENCY MANAGEMENT AND AUTHORIZING THE**
5 **COUNTY EXECUTIVE TO EXECUTE THE DOCUMENTS NECESSARY FOR**
6 **THE COUNTY TO PARTICIPATE IN SAID GRANT.**

7 **WHEREAS**, said grant is administered by the Missouri Department of Public
8 Safety; and

9 **WHEREAS**, the East-West Gateway Council of Governments is the subrecipient
10 of said grant; and

11 **WHEREAS**, Jefferson County, Missouri (hereafter the "County") is currently the
12 final recipient of the 2021 Urban Areas Security Initiative (UASI) Grant; and

13 **WHEREAS**, the County will receive equipment and supplies to support emergency
14 response in the St. Louis Urban Area; and

15 **WHEREAS**, the goal of the Urban Areas Security Initiative (UASI) is to provide
16 tactical team night vision, tactical team camera for the Jefferson County Sheriff's
17 Department; and

18 **WHEREAS**, the Department of Emergency Management will be provided Hazmat
19 Sustainment Equipment & Supplies; and

1 **WHEREAS**, the Sheriff’s Department will be provided fifteen (15) Tactical Night
2 Vision in the amount of Four Thousand Dollars (**\$4,000.00**) per unit and one (1) Tactical
3 Team Camera in the amount of Twenty-Eight, Three Hundred Thirty-Four Dollars
4 (**\$28,334.00**); and

5 **WHEREAS**, the Department of Emergency Management will be provided five (5)
6 Hazmat Sustainment Equipment & Supplies in the amount of One Thousand, Three
7 Hundred Fifty-One Dollars (**\$1,351.00**) per unit; and

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS**
9 **FOLLOWS:**

10 Section 1. The County is accepts the award of the 2021 Urban Areas Security
11 Initiative (UASI) Grant in the amount of fifteen (15) Tactical Night Vision in the amount
12 of Four Thousand Dollars (**\$4,000.00**) per unit and one (1) Tactical Team Camera in the
13 amount of Twenty-Eight, Three Hundred Thirty-Four Dollars (**\$28,334.00**) and for the
14 amount of five (5) Hazmat Sustainment Equipment & Supplies in the amount of One
15 Thousand, Three Hundred Fifty-One Dollars (**\$1,351.00**) per unit for a total amount of
16 Ninety-Five Thousand, Eighty-Nine Dollars (**\$95,089.00**), subject to budgetary limitations.

17 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
18 County Executive to execute the agreement incorporated by Reference as Exhibit “A1” and
19 any agreements or contracts or documents necessary to effectuate the award of the bids and
20 proposals set forth in this Ordinance. The County Executive is further authorized to take
21 any and all actions necessary to carry out the intent of this Ordinance.

1 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
2 thereto, and any contracts or agreements shall be maintained by the Department of the
3 County Clerk consistent with the rules and procedures for the maintenance and retention
4 of records as promulgated by the Secretary of State.

5 Section 4. This Ordinance shall be in full force and effect from and after its
6 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
7 shall not affect the remainder of this Ordinance.

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, <u>Mrs. Lori Arons</u>	<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 29 DAY OF January 2024:

PASSED FAILED


Charles Groeteke, County Council Chair


Cherlynn Beyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 2 DAY OF February, 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 Gannon
Dennis Gannon, County Executive

ATTEST:

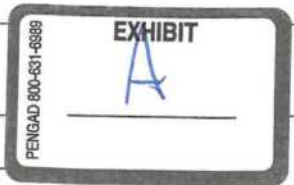
Jeannie Goff
Jeannie Goff, County Clerk

Shelley Blankenship

Reading Date: 1/29/2024



**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
ORDINANCE NO. FINANCIAL ASSISTANCE SUB-AWARD AGREEMENT**



1. Sub-Award Information 24-0117

(a) Grant # 21U-EQSUPP-JEFFCO (b) Project Name 2021 UASI Equipment & Supplies

(c) Project Description Jefferson County, Missouri will receive equipment and supplies from the 2021 UASI grant program to support emergency response in the St. Louis Urban Area.

(d) Sub-Award Performance Period (i) Start Date 10/10/2023 (ii) End Date 08/30/2024

(e) Total Sub-Award Amount (Grant + Match) \$95,089.00 *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

2. Sub-Recipient Information

(a) Name Jefferson County, Missouri (b) Address 729 Maple Street, Suite G30, Hillsboro, MO 63050 (c) UEI DSLMIKQ1DSW1

(d) Point of Contact (i) Name see Appendix 1, Paragraph 16, Part (a)(ii) (ii) Phone see Sect 2, Part (d)(i) (iii) Email see Sect 2, Part (d)(i)

3. EWG Point of Contact Information

(a) Name Leah Watkins (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.
<u>Federal grant</u>	<u>U.S. DHS, FEMA through MO Office of Homeland Security</u>	<u>97.067 - Homeland Security Grant Program (2021)</u>	<u>\$95,089.00</u>
(e) Total Sub-Award Amount (Grant + Match)			<u>\$95,089.00</u>

*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

The total sub-award amount described in Section 4, Part (e) includes the value of the equipment and supplies that are described in Appendix III: Equipment & Supplies List (Appendix III).

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; Appendix IV: MoOHS Subaward Agreement (only to the extent described in Appendix I, Paragraph 15, Part (a)(ii)); and Appendix V: Policy for Grant-Funded Equipment & Supplies.

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 [Signature] Date _____

Jefferson County, Missouri

Name & Title Dennis Gannon, County Executive Signature [Signature] Date 1-2-24

**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) – (xiii) 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. **Emergency** means a potential or actual mass casualty incident, man-made or natural disaster, or criminal terrorist incident.
 - v. **FEMA** means the Federal Emergency Management Agency.
 - vi. **MoOHS** means the Missouri Office of Homeland Security.
 - vii. **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
 - viii. **Project Site(s)** mean(s) the specific location(s) at the physical address(es) described in Paragraph 3 or in Appendix III where the grant-funded items will be located or where the project work described in Paragraph 3 will be implemented or conducted.
 - ix. **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: Equipment & Supplies List (“Appendix III”).



Approved as to Form:
County Counselor
Jefferson County, Missouri

- 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).
 - v. Appendix V: Policy for Grant-Funded Equipment & Supplies (“Appendix V”).
- 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.
 - v. Appendix III.
 - vi. Appendix V.
2. Performance Period.
- a. Except as described in Paragraph 2, Part (b), 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. Except as described in Appendix V, Section 14, Part (b)(iv), with respect to the disposition of grant-funded equipment or a supply cache, the requirements described in Appendix V and Paragraph 8, Parts (c) and (d) will survive the expiration of the performance period described in Paragraph 2, Part (a) or the termination of the Agreement and will remain in effect in accordance with Appendix V, Section 2.
3. Project Description & Scope of Work.
- a. *Project Description.* The project governed by the Agreement includes: (i) the scope of work described in Paragraph 3, Part (b), and (ii) the grant-funded items described in Appendix III that will be used to enhance Sub-Recipient’s ability to respond an Emergency in the Urban Area.
 - b. *Scope of Work.* Sub-Recipient shall perform the work described in Paragraph 3, Parts (b)(i). Sub-Recipient shall perform the work described in Paragraph 3, Parts (b)(i) 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. The only work anticipated by the Agreement is the work Sub-Recipient must perform in order to meet the requirements described in Paragraph 4 and Paragraph 15, Part (a)(iii).

4. Equipment & Supplies. As part of the project, Sub-Recipient will receive grant-funded equipment, supply caches, or supplies from the Council. Sub-Recipient must adhere to the requirements described in the then-current Appendix V. The requirements described in Appendix V are subject to the term described in Paragraph 2, Part (b) and will survive the expiration or termination of the Agreement. Appendix V may be updated from time-to-time and the then-current version will apply to the Agreement.
5. Reimbursements / Payments. The Agreement does not include the provision of grant funds to Sub-Recipient; therefore, the Council is not responsible for reimbursing Sub-Recipient for any costs associated with the project or the work described in Paragraph 3, Part (b).
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.
 - iii. 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.
 - 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 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.
- iv. 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.
- v. 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.
- vi. 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 or the storage or use of the grant-funded equipment or grant-funded supply caches. 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, or (iii) the storage or use of the grant-funded equipment or grant-funded supply caches.

- b. *Insurance Coverage.*
- i. **Property and Casualty Insurance.** Sub-Recipient shall carry property and casualty insurance coverage to protect any grant-funded equipment and this insurance must be of the same character and amount that Sub-Recipient carries to protect any of its own property (e.g. equipment, vehicles). Sub-Recipient must obtain this insurance from a company authorized to issue insurance in Missouri (for entities formed under Missouri law) or Illinois (for entities formed under Illinois law) or must provide the insurance coverage through a self-insurance program.
 - 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)(i).
 - iii. Upon the Council's written request, Sub-Recipient shall provide the Council with written proof of insurance coverage. For property and casualty insurance, Sub-Recipient shall submit proof of insurance coverage upon the Council's written request, but, at a minimum, no later than sixty (60) calendar days after Sub-Recipient receives the grant-funded equipment and, thereafter, no later than October 15th of each year during the term described in Paragraph 2, Part (b). 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. *Inventory Reports.* If Sub-Recipient's award includes grant-funded equipment or a grant-funded supply cache, as described in Appendix V, Sub-Recipient must update and return to the Council an inventory report in the form and format specified by the Council. Sub-Recipient shall submit its inventory report no later than October 15th of each year during the term described in Appendix V. The inventory report must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's failure to adhere to this reporting requirement may be deemed a material breach of the Agreement and the Council may undertake any one or combination of actions described in Paragraph 11, Part (b).

- b. *Vehicle Mileage Logs.* If Sub-Recipient receives a vehicle under the terms of the Agreement, then Sub-Recipient must also maintain and submit vehicle mileage logs in the form and format specified by the Council. Sub-Recipient shall submit its vehicle mileage logs no later than October 15th of each year during the term described in Appendix V. The vehicle mileage logs must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's failure to adhere to this reporting requirement may be deemed a material breach of the Agreement and the Council may undertake any one or combination of actions described in Paragraph 11, Part (b).
 - c. *Violations.* Sub-Recipient must report / disclose to the Council in writing all violations of federal criminal law involving fraud, bribery, or gratuity affecting the Agreement. Sub-Recipient's written report / disclosure must be provided to the Council no later than fourteen (14) calendar days after Sub-Recipient is made aware of the violation. Sub-Recipient must submit this report to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
 - d. If Sub-Recipient fails to comply with the terms of Paragraph 8, then the Council may take action against Sub-Recipient as the actions are described in Paragraph 11, Part (b).
9. Work Products, Disclosure & Publication Requirements.
- a. *Work Products.* Except for the reports described in Paragraph 8, Sub-Recipient is not responsible for producing any work products or deliverables as part of the work described in Paragraph 3, Part (b).
 - b. *Disclosure.* Except as required by law, Sub-Recipient shall not disclose in any way, or permit to be disclosed in any way: any information related to its work or the results of the work contemplated by the Agreement. If Sub-Recipient wishes to disclose any of these or is required to disclose any of these, then it shall first notify the Council and, in the case of a disclosure that is not required by law, obtain the Council's express written consent. Sub-Recipient's notification must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). This Paragraph 9, Part (b) is applicable only to disclosure of project information, 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) – (iv) 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.
 - iv. Other person authorized in writing by the persons listed in Paragraph 10, Parts (a)(i) and (ii), when this other person is indicated in writing to Sub-Recipient as having this authority.

Except for requests related to dispositions described in Appendix V, Section 14, Part (a), 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) – (iv) 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, Appendix III, or other changes to the Agreement must be requested and approved as stated in Paragraph 10, Parts (b)(i) – (vii).
 - i. Except as noted in Paragraph 10, Part (b)(iii), any Sub-Recipient request for changes must be submitted to the Council in advance of the change taking effect. Changes include, but are not limited to: changing the scope of work; lengthening or shortening the performance period; or changing the budget for the project. The Council will consider Sub-Recipient’s after-the-fact changes on a limited basis and it is within the Council’s sole discretion whether to consider or approve Sub-Recipient’s after-the-fact changes.
 - ii. In order to request a change to the performance period or scope of work Sub-Recipient shall submit to the Council’s point of contact designated in Paragraph 16, Part (a)(i)(1), a written request that contains:
 - 1. a clear description of the change requested and a rationale/justification for why the change is necessary,
 - 2. the proposed effective date of the change, and
 - 3. a copy of the revised scope of work, if applicable.
 - iii. Sub-Recipient must keep the Council’s point of contact designated in Paragraph 16, Part (a)(i)(2) informed, in writing, about changes to the project schedule, including deliverable due dates. If a change to the project schedule will result in Sub-Recipient not completing its work within the performance period specified in Paragraph 2, Part (a), then Sub-Recipient shall follow the procedures described in Paragraph 10, Part (b)(ii).
 - iv. The Council will review Sub-Recipient’s change request and will send Sub-Recipient a written notice of its decision and, if Sub-Recipient’s request is denied, will include an explanation of the Council’s decision.

- v. Except as noted in Paragraph 10, Parts (b)(vi) and (vii), any one or combination of the changes in listed in Paragraph 10, Parts (b)(v)(1) – (3) must be effected through written amendments to the Agreement, signed by the duly authorized representative of each party.
 - 1. Any change to the scope of work, except as noted in Paragraph 10, Part (b)(iii).
 - 2. Any change to the performance period.
 - 3. An increase in the total dollar amount sub-awarded to Sub-Recipient.

- vi. The Council may initiate changes to terms of the Agreement including, but not limited to, the performance period, the scope of work, or Appendix III to update the list of grant-funded items. 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, revising the dollar amount sub-awarded to Sub-Recipient, or updating Appendix III. 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.” If the Agreement is for the provision of grant-funded equipment or supplies only, then any update to Appendix III is considered a “minor change”, even if the change results in an increase in the total value of the Agreement.
 - 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.

- 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. repossess or require Sub-Recipient to transfer ownership of any grant-funded equipment, supply cache, or supplies,
 - iv. recommend that the funding agency initiate suspension or debarment proceedings against Sub-Recipient,

- v. deem Sub-Recipient ineligible to receive any further sub-awards from the Council until the deficiency is corrected, or
 - vi. 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 met or is not meeting project deadlines,
 - ii. Sub-Recipient has not complied or is not complying with the requirements for grant-funded items described in Appendix V,
 - iii. Sub-Recipient has not complied or is not complying with the reporting requirements defined in Paragraph 8.
 - iv. 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 the grant-funded items which means that Sub-Recipient has used or is using or the grant-funded equipment, supply cache, or supplies for any purpose other than that provided for in the Agreement.
 - e. Sub-Recipient engaged in or is engaging in a misrepresentation of any type during the sub-award process, the invoicing / billing process, or the reporting process, which if known to the Council, MoOHS, FEMA, or DHS would have resulted in the Council not issuing a sub-award to Sub-Recipient or the Council not providing grant-funded equipment, supply cache, or supplies 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).
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 or the grant-funded equipment, supply caches, or supplies. 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 XLI 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 at the Project Site(s) 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 for the Project Site(s) or that an EHP approval is not required for the Project Sites(s) 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).

- b. In the event that changes to the scope of work or the Project Site(s) are required, Sub-Recipient must cease all work for the project until Sub-Recipient is notified in writing by the Council that an EHP modification has been provided by MoOHS / FEMA and that Sub-Recipient is authorized to continue the project work.
3. **Ground Disturbance.** Ground disturbance activities are not anticipated for the project and are not authorized. If ground disturbance activities occur during project implementation, Sub-Recipient must immediately cease project work in that area and notify the Council in writing. Sub-Recipient may not continue the project work unless and until it has received written authorization from the Council. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
 4. **Ineligible Costs.** *Any installation activities or ground disturbance activities that have been initiated before the full EHP review and approval or any installation activities or ground disturbance activities that have been initiated before any required EHP modification is obtained could result in a non-compliance finding. Additionally, the costs associated with the unauthorized / non-approved activities may be deemed ineligible for reimbursement. If the costs are deemed ineligible by the Council, MoOHS, FEMA, or DHS, these costs shall become the sole responsibility of Sub-Recipient. If the Council has reimbursed Sub-Recipient for any costs associated with the unauthorized / non-approved activities, then Sub-Recipient must return to the Council all amounts paid by the Council, plus an amount due for any interest that is charged to the Council by the funding agency for these ineligible costs.*
 5. **Cooperation Required.** Sub-Recipient must cooperate fully with the Council, MoOHS, FEMA, DHS, or any combination of these entities during the EHP review or any EHP modification review process, including, but not limited to: providing all requested documentation and information, granting access to the Project Site(s), and fulfilling information requests in a timely manner.
- v. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.216, as amended, the prohibitions described in § 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, P.L. 115-232, and FEMA Policy #405-143-1 that prohibit contracting for covered telecommunications

equipment or services. The terms expressed in Appendix A of FEMA Policy #405-143-1 are incorporated by reference into and made a part of the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(v) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts). The full text of FEMA Policy #405-143-1 and Appendix A are available at: www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf.

- 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 VIII, XV, XVII, XVIII, XXV, XXVIII, XXXV, and XXXVIII of Appendix IV.
2. **Equal Employment Opportunity.** Sub-Recipient shall comply with the requirements of Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor (“DOL”) regulations (41 CFR Chapter 60).
3. **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.

4. 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 and grant-funded equipment, supply caches, or supplies 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 use 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, 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 project point of contact is Samantha Lewis, Director of Regional Security / STARRS, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; samantha.lewis@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. **For the Law Enforcement GFES:** Sheriff Dave Marshak, Jefferson County Sheriff's Office, 400 First Street, Hillsboro, Mo. 63050; dmarshak@jeffcomo.org; 636-797-5521.

2. **For the Hazmat GFES:** Warren Robinson, Director, Jefferson County OEM, PO Box 100, Hillsboro, MO 63050; wrobinson@jeffcomo.org; 636-797-5381.
- 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:**

Director
 Jefferson County Office of Emergency Management
 PO 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 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 equipment and supplies, 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
2021 Urban Area Security Initiative (UASI)	EMW-2021-SS-00038	09/01/2021 (Federal); 10/22/2021 (State)	\$3,593,980.00

Appendix III: Equipment & Supplies List

This Appendix III: Equipment & Supplies List describes the grant-funded equipment or supplies that East-West Gateway Council of Governments will provide to Jefferson County, Missouri under the terms of the Financial Assistance Sub-Award Agreement.

Item Description	Purpose / Project	Item Type (Equipment or Supply)	QTY	Per Unit Cost	Per Unit Discounts	Per Unit Acquisition Cost	Total Acquisition Costs	Project Site(s)	ALN #	Grant Year & Name	FAIN
Tactical Team Night Vision	Law Enforcement	Equipment	15	\$3,955.00	\$0.00	\$4,000.00	\$60,000.00	400 1st St., Hillsboro, MO 63050	97.067	2021 Urban Areas Security Initiative (UASI)	EMW-2021-SS-00038
Tactical Team Camera	Law Enforcement	Equipment	1	\$28,334.00	\$0.00	\$28,334.00	\$28,334.00	400 1st St., Hillsboro, MO 63050	97.067	2021 Urban Areas Security Initiative (UASI)	EMW-2021-SS-00038
Hazmat Sustainment Equipment & Supplies	Hazmat / Fire Service	Equipment	5	\$1,351.00	\$0.00	\$1,351.00	\$6,755.00	1409 Herculaneum Industrial Dr., Herculaneum, MO 63048	97.067	2021 Urban Areas Security Initiative (UASI)	EMW-2021-SS-00038
Total Acquisition Costs							\$95,089.00				



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

SUBAWARD AGREEMENT

SUBRECIPIENT NAME East-West Gateway Council of Governments		DATE 10/22/2021	FEDERAL IDENTIFICATION NUMBER EMW-2021-SS-00038	OHS CONTROL NUMBER U1
ADDRESS 1 South Memorial Drive, Ste. 1600		DUNS NUMBER 071965933		
CITY St. Louis	STATE MO	ZIP CODE 63102		
TOTAL AMOUNT OF THE FEDERAL AWARD \$3,593,980.00		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$3,593,980.00		
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$3,593,980.00		TOTAL APPROVED COST SHARING OR MATCHING \$0		
PROJECT PERIOD FROM 09/01/2021	PROJECT PERIOD TO 08/31/2024	FEDERAL AWARD DATE 09/01/2021		
PROJECT TITLE FY 2021 St. Louis UASI		FUNDED BY FY 2021 Homeland Security Grant Program		
FEDERAL AWARING 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 \$286,210.98	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement		
CONTACT INFORMATION				
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR		
NAME Chelsey Call		NAME Gregg Favre		
E-MAIL ADDRESS Chelsey.Call@dps.mo.gov		ADDRESS (If different from above) 1 South Memorial Drive, Ste. 1600		
TELEPHONE 573-526-9203		CITY, STATE AND ZIP CODE St. Louis, MO 63102		
PROGRAM MANAGER Joni McCarter		TELEPHONE (314) 421-4220	E-MAIL ADDRESS Gregg.Favre@ewgateway.org	
SUMMARY DESCRIPTION OF PROJECT The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. The UASI Program assists high-threat, high density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.				
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL		
TYPED NAME AND TITLE OF DPS OFFICIAL 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 11-9-21	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>James Wild</i>	DATE 11-4-2021	
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.				

GRANT PROGRAM FY 2021 State Homeland Security Program	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2021-SS-00038-U1	DATE 10/22/2021
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Article I – Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Procurement of Recovered Materials

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

Article III – Whistleblower Protection Act

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

Article IV - Use of DHS Seal, Logo and Flags

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

Article V - USA Patriot Act of 2001

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

Article VI – Universal Identifier and System of Award Management

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

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

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

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Article VIII – Rehabilitation Act of 1973

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

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

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

Article X – Terrorist Financing

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

Article XI – SAFECOM

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

Article XII – Reporting Subawards and Executive Compensation

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

Article XIII – Debarment and Suspension

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

Article XIV - Copyright

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

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Article XV – Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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

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

Article XVII – Americans with Disabilities Act of 1990

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

Article XVIII – Age Discrimination Act of 1975

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

Article XIX - Activities Conducted Abroad

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

Article XX – Acknowledgement of Federal Funding from DHS

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

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

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

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

Article XXII – Patents and Intellectual Property Rights

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

Article XXIII – Notice of Funding Opportunity Requirements

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

Article XXIV - Non-Supplanting Requirement

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

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

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

Article XXVI – National Environmental Policy Act

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

Article XXVII - Lobbying Prohibitions

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

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

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

Article XXIX - Hotel and Motel Fire Safety Act of 1990

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

Article XXX - Fly America Act of 1974

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

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

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

Article XXXII - Federal Debt Status

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

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

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

Article XXXIV - Energy Policy and Conservation Act

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

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

Article XXXVI - Duplication of Benefits

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

Article XXXVII - Drug-Free Workplace Regulations

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

Article XXXVIII - Civil Rights Act of 1968

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

Article XXXIX – Disposition of Equipment Acquired Under the Federal Award

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

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Article XL – DHS/OHS Specific Acknowledgements and Assurances

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

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

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identified steps and a timeline for completing the tool. Subrecipients should request extension by emailing the request to civilrightsevaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

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

DHS/FEMA funding activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding required 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. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

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<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Project Directorate (GPD) along with all other pertinent project information. 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, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLII – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing 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 approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.

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- b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To complete and submit the Biannual Strategy Implementation Report (BSIR), through the Grants Reporting Tool (GRT) within 30 days after FEMA officially opens and makes the BSIR available, or within 30 days of the end of the reporting period, whichever comes later. All required attributes of each project must be included. Updated obligations, expenditures, and significant developments must be provided with the BSIR to show the progress of implementation for every project, as well as, how expenditures support Planning, Organization, Equipment, Training and Exercises (POETE). The first BSIR will be due by December 31 of each calendar year in which the grant is awarded. Subsequent BSIR reports will require the subrecipient to report on a project-by-project basis. Subrecipient is also responsible for completing and submitting a closeout BSIR. When an award's period of performance or the liquidation period ends in the middle of a reporting period, a 'regular'

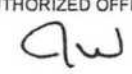
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BSIR must be submitted with full accounting of actual project information/expenditures before a Closeout BSIR can be created/submitted.


14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR will be open October 1, 2021 and must be completed by each subrecipient no later than December 31, 2021.
20. Subrecipients located in Missouri 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.

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21. 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.
22. Subrecipient is required to collaborate with the OHS to submit relevant data during the United States Department of Homeland Security's Annual Risk Assessment process.
23. Subrecipient is required to participate in the Missouri Suspicious Activity Reporting Fusion Center Coordination Program.

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Article XLIII - Special Conditions

None.

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Policy for Grant-Funded Equipment & Supplies

East-West Gateway Council of Governments (the Council) has issued this Policy for Grant-Funded Equipment & Supplies (Policy) that governs equipment and supplies that are purchased with state or federal grant funds. The Policy applies equally to the grant-funded equipment and supplies an entity receives by any of the following means:

1. Grant-funded equipment and supplies that are purchased by the Council and transferred to an entity either through a financial assistance sub-award agreement, memorandum of understanding, or other agreement,
2. Grant-funded equipment and supplies that are purchased by the entity with grant funds provided by the Council through a financial assistance sub-award agreement, memorandum of understanding, or other agreement, or
3. Grant-funded equipment and supplies that are transferred to the entity by another agency, city, county, district, hospital or other organization.

The requirements described in this Policy are effective upon issuance and may be updated periodically.

Questions about this Policy should be directed to:

Stacia Alvarez
Director of Administration
(314) 421-4220
staci.alvarez@ewgateway.org

1. **Definitions.** The terms and acronyms described in this Policy have the meanings provided below.
 - a) **CFR** means the Code of Federal Regulations.
 - b) **DHS** means the U.S. Department of Homeland Security.
 - c) **DHHS** means the U.S. Department of Health and Human Services.
 - d) **Disposition** means transferring ownership of any grant-funded items to a different entity, selling grant-funded items to a different entity or person, recycling, throwing-away, or using another method of discarding the grant-funded items, or using other disposal methods whereby the entity is no longer the owner of the grant-funded items; except that, moving the grant-funded items from one location to another while retaining ownership of the item does not constitute a Disposition.
 - e) **Emergency** means a potential or actual mass casualty incident, man-made or natural disaster, or criminal terrorist incident.



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- f) **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost that equals or exceeds one thousand dollars (\$1,000.00) that is purchased using grant funds and transferred to the receiving entity under the terms of a financial assistance sub-award agreement, memorandum of understanding, or other agreement.
- g) **FEMA** means the Federal Emergency Management Agency.
- h) **GFE** means grant-funded Equipment.
- i) **GFS** mean grant-funded Supplies.
- j) **GFS Cache** means GFS of the same type that are purchased for future use, are housed or stored together in one place, and that have an aggregate value that equals or exceeds five thousand dollars (\$5,000). Examples include, but are not limited to: medical supply cache purchased to stock a mass fatality trailer; urban search and rescue supplies purchased for a response trailer or truck.
- k) **HPP** means the Hospital Bioterrorism Preparedness Program.
- l) **IRTF** means the Inventory Removal/Transfer form that an entity uses to request the disposition or transfer of GFE or GFS Cache from its inventory.
- m) **MoDHSS** means the Missouri Department of Health and Senior Services.
- n) **MoOHS** means the Missouri Office of Homeland Security.
- o) **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- p) **Policy** means this Policy for Grant-Funded Equipment & Supplies.
- q) **Region C** means the Missouri HCC Region C that covers the following geographical area: city of St. Louis, Missouri and the Missouri counties of: Franklin, Jefferson, Lincoln, Pike, Perry, St. Charles, St. Francois, St. Genevieve, St. Louis, Warren, and Washington.
- r) **Supply or Supplies** mean(s) any tangible personal property that does not meet the definition of Equipment that is/are purchased using grant funds and transferred to the entity under the terms of a financial assistance sub-award agreement, memorandum of understanding, or other agreement; however, any computing device that has a per-unit acquisition cost of less than one thousand dollars (\$1,000.00) is a supply regardless of the length of its useful life.
- s) **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.



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2. Applicable Period. This Policy will be in effect upon the issue date and will remain in effect until the date that the GFE or GFS Cache has been officially removed from the entity's possession through the disposition procedures described in Section 14. The reporting and disposition requirements described in this Policy do not apply to GFS that are not part of a cache.
3. Use. An entity's use of the GFE, GFS Cache, and GFS is limited to the circumstances described in Section 3, Parts (a) – (d).
 - a) An entity must use the GFE, GFS Cache, and GFS for the program or project for which the Council or the entity purchased the GFE, GFS Cache, or GFS as long as the GFE, GFS Cache, or GFS are needed for that program or project and regardless of whether or not the project or program continues to be supported by the federal government.
 - b) During the time that the GFE or GFS Cache is used for the project or program for which it was acquired, the entity must also make deployable GFE or GFS Caches available for use on other projects or programs currently or previously supported by the federal government provided that this use will not interfere with the work on the project or program for which they were originally acquired. First preference for other use must be given to other projects or programs supported by MoOHS or MoDHSS, as applicable, and second preference must be given to other federally supported projects or programs.
 - c) The entity must also make deployable GFE or GFS Caches available to respond to an Emergency. During an Emergency, the Council, MoOHS, the Missouri State Emergency Management Agency, DHS, FEMA, MoDHSS, DHHS, or an emergency response agency in the Urban Area or Region C, as applicable, may request that the entity provide the deployable GFE or GFS Cache to respond to the Emergency. If the entity receives this type of request, the entity shall cooperate with the requesting entity to fulfill the request and shall either convey any deployable GFE or GFS Cache to the agreed upon staging location or otherwise make the deployable GFE or GFS Cache available for use during the Emergency. Nothing in this Section 3, Part (c), will be deemed to require the entity to provide any non-deployable GFE or GFS or to provide the deployable GFE or GFS Cache items to a requesting entity if the entity is using the deployable GFE or the GFS Cache to respond to an Emergency in the Urban Area or Region C, as applicable. This Section 3, Part (c) will not be deemed to supersede an existing mutual aid or similar agreement that the entity has in place with other entities for Emergency response.
 - d) In accordance with the Omni Circular § 200.313, the entity may also use the GFE or GFS Cache to support non-Federally supported projects or programs and may consider user fees, as appropriate.
4. Care. The entity must take reasonable care of the GFE, GFS Cache, and GFS and take active steps to protect it from loss, theft, damage, or destruction. The entity must also take reasonable steps to identify, dispose of, and replace any expired GFS that are part of a medical or similar cache. In the event of the loss, theft, damage, or destruction of any GFE or any GFS Cache items, the entity must follow the steps described in Section 5 to document the loss, theft, damage, or destruction the items. The entity must follow the steps described in Section 14 to dispose of any expired GFE or GFS Cache items. The entity is fully responsible to repair or



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replace any GFE or GFS Cache items that are lost, stolen, damaged, or destroyed due to the willful or negligent acts of the entity and any repaired or replacement GFE or GFS Cache items will be governed by this Policy to the same extent that the original GFE or GFS Cache items were governed. GFS that is a component of GFE or that is part of a designated cache, such as medical cache Supplies housed on a trailer, should be replaced by the entity when the GFS Cache items expire or are used or consumed during training, exercise, or deployment.

5. Loss, Theft, Damage, or Destruction. In the event that any GFE or GFS Cache items are lost, stolen, damaged, or destroyed, the entity must:
 - a) within ten (10) calendar days of the incident, notify the Council's point of contact designated in Section 15, Part (a) about the loss, theft, damage, or destruction,
 - b) promptly and properly investigate and fully document the loss, theft, damage, or destruction,
 - c) provide a copy of the investigative report and other documentation to the Council's point of contact designated in Section 15, Part (a),
 - d) retain a copy of the investigative report and other documentation in the entity's project records,
 - e) if the GFE or GFS Cache items were lost, stolen, damaged, or destroyed due to the willful or negligent acts of the entity, take steps to replace or repair the GFE or GFS Cache items, and
 - f) for GFE or GFS Cache items, within fourteen (14) calendar days of completing its investigation, complete, sign, and submit an IRTF to the Council's point of contact designated in Section 15, Part (a).
6. Maintenance. The entity must maintain all GFE and GFS Cache items in accordance with the manufacturer's guidance, the entity's standard operating procedures and guidelines, and accepted practices. At a minimum, the entity must maintain the GFE and GFS Cache so that each are in mission-ready condition. The entity is responsible for the costs associated with maintaining any GFE and GFS Caches and the cost of routine upkeep for GFE (e.g. gasoline, tire replacement, oil changes, inspections) are not costs that are eligible for reimbursement from any of the Council's grant programs. Upon the Council's request, the entity must submit maintenance logs for any GFE that requires regular maintenance (e.g. vehicles, trailers, generators).
7. Training. The entity is responsible for providing training to its personnel, as needed, in the proper and safe use of any GFE, GFS Cache, or GFS.



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8. Inventory & Reports. The entity is responsible for maintaining an up-to-date inventory of and preparing/submitting reports for all GFE and GFS Caches.
- a) **Inventory.**
- i) ***Inventory Management System.*** The entity must establish and utilize a proper inventory management system that allows the entity to track and account for any GFE or GFS Cache. If the entity has an existing inventory management system, then the entity may continue to use that system provided that the system allows the entity to capture and track each of the items of information described in the MoOHS Administrative Guide for Homeland Security Grants, section "Inventory," as it may be updated from time-to-time. A current edition of the Administrative Guide can be found online at: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>.
 - ii) ***Inventory Tags.*** As part of its inventory practice, the entity must tag each piece of GFE. The entity may choose the method and type of tagging (e.g. barcode tags, numbered labels) provided that the tag includes a number that can be used to identify and locate the GFE. The entity must include these tag numbers on the ICF that is submitted to the Council when it receives the GFE or in its inventory reports.
 - iii) ***Equipment Decals.*** The Council will provide the entity with funding-source decals that must be attached to any vehicles, trailers, generators, or other mobile assets that are identified by the Council. The entity is responsible for ensuring that the decals are affixed to these types of GFE and in a location that is easily visible by members of the public and during any on-site inventory.
 - iv) ***On-site Inventories.*** The Council may elect to conduct on-site inventories of the GFE, GFS Cache, or GFS. The Council, to the extent possible and practicable, will notify the entity of the Council's intent to conduct an on-site inventory and will work with the entity to schedule a mutually convenient time and date for an on-site inventory. The entity must cooperate with the Council in the Council's effort to conduct an on-site inventory and must make its personnel and facilities available to the Council to conduct an on-site inventory.
- b) **Reports.**
- i) ***Inventory Reports.*** If the entity received or purchased GFE or a GFS Cache, the entity must update and return to the Council an inventory report in the form and format specified by the Council. The entity must submit its inventory report no later than October 15th of each year during the period described in Section 2. As part of its inventory reporting, the entity is responsible for calculating and tracking the depreciation of the fair market value of each item of GFE and will report this depreciation on the entity's inventory reports. The method that the entity uses to calculate the depreciation of the GFE must be consistent with the method the entity uses to calculate depreciation for the equipment that the entity purchases. With respect to any GFE or a GFS Cache that was disposed of



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- during the reporting period, the entity must adhere to Section 14 with respect to reporting on the disposed of items. The inventory report must be submitted to the Council's point of contact designated in Section 15, Part (a). The entity's failure to adhere to this reporting requirement may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.
- ii) **Vehicle Mileage Logs.** If the entity's GFE includes a vehicle, then the entity must also maintain and submit vehicle mileage logs in the form and format specified by the Council. The entity must submit its vehicle mileage logs no later than October 15th of each year during the period described in Section 2. At a minimum, the vehicle mileage log must capture the information described in the MoOHS Administrative Guide for Homeland Security Grants, "Vehicles, Usage Log" section, as it may be updated from time-to-time. A current edition of the Administrative Guide can be found online at: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>. The vehicle mileage logs must be submitted to the Council's point of contact designated in Section 15, Part (a). The entity's failure to adhere to this reporting requirement may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.
9. **Insurance.** In accordance with the requirements described in its agreement with the Council, the entity must carry property and casualty insurance coverage to protect any GFE and this insurance must be of the same character and amount that the entity carries to protect any of its own property (e.g. equipment, vehicles). The entity must obtain this insurance from a company authorized to issue insurance in Missouri (for entities formed under Missouri law) or Illinois (for entities formed under Illinois law) or must provide the insurance coverage through a self-insurance program. The entity must submit proof of insurance coverage, upon the Council's written request, but, at a minimum, no later than sixty (60) calendar days after the entity receives the GFE and, thereafter, no later than October 15th of each year during the period described in Section 2. If the entity is relying on a self-insurance program to provide the insurance coverage, then the entity's proof of insurance must be demonstrated through a signed, written statement to the Council regarding the self-insurance program and certifying that the program meets the insurance requirements. The entity must submit this proof of insurance to the Council's point of contact designated in Section 15, Part (a). The entity must also, upon written request, provide the Council written copies of its insurance policies.
10. **Title and Registration.** The entity must ensure that any vehicle, trailer, or similar GFE is properly titled and registered with the appropriate state agency and in accordance with the state's requirements. The entity must submit proof of title and registration no later than thirty (30) calendar days after titling and registering any vehicle, trailer, or similar GFE. The entity must submit this proof to the Council's point of contact designated in Section 15, Part (a).
11. **Location.** The entity must notify the Council of the storage location the entity has selected for the GFE or a GFS Cache and must notify the Council in writing about any permanent changes to the GFE's or GFS Cache's storage location within fourteen (14) calendar days of the location change. The notices required by this Section 11 must be submitted to the Council's points of



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contact designated in Section 15, Parts (a) and (b). The entity may select the storage location for the GFE or GFS Cache; however, the storage location must, at a minimum, be:

- a) accessible to the entity or the entity's designee twenty-four (24) hours a day, seven (7) days a week,
- b) secure enough to protect the GFE or GFS Cache from loss or theft, and
- c) within the Urban Area or Region C, as applicable, unless the Council has provided its express written authorization for the GFE or GFS Cache to be stored outside the Urban Area or Region C, as applicable.

12. Entity's Logistics or Inventory Points of Contact. The entity must notify the Council's points of contact designated in Section 15, Parts (a) and (b) of the entity's primary and secondary points of contact that the Council or other officials may use to contact the entity about the GFE or GFS Cache. It is recommended that the entity designate a dispatch center as its primary point of contact. For both the primary and secondary points of contact, the entity must provide the person's (as applicable):

- a) name;
- b) title;
- c) e-mail address;
- d) business mailing address; and
- e) a phone number at which the point of contact can be reached twenty-four (24) hours a day / seven (7) days a week.

13. Entity's Financial Point of Contact. The entity must notify the Council's point of contact designated in Section 15, Part (a) of the entity's financial or fiscal point of contact that is responsible for the entity's annual audit or preparation of the entity's yearly financial statements. The entity must provide the person's:

- a) name;
- b) title;
- c) e-mail address;
- d) business mailing address; and
- e) phone number.



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14. **Disposition and Obligation.** If the entity determines that it wishes or needs to dispose of any GFE or a GFS Cache, then the entity must adhere to the procedures and requirements described in Section 14, Parts (a) and (b). The entity's obligation to the Council for a Disposition is described in Section 14, Part (b). The entity's failure to adhere to the requirements described in Section 14, Parts (a) and (b) may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.
- a) **Disposition.** The entity is not permitted to undertake a Disposition without first obtaining the Council's prior written authorization. To obtain the Council's prior written authorization, the entity must complete, sign, and submit an IRTF to the Council's point of contact designated in Section 15, Part (a). The Council will determine if the GFE or GFS Cache is eligible for Disposition, based upon the criteria described in Section 14, Part (a)(i), and will notify the entity in writing if, and to what extent, the Disposition is approved.
- i) GFE or a GFS Cache is eligible for Disposition if the item meets any one or combination of the following criteria:
1. Is no longer needed for the project or program for which it was originally acquired and it is not needed for any other DHS or DHSS project or program, as applicable.
 2. Is expired, defined as past the item's useful shelf life.
 3. Is obsolete, defined as no longer in use or no longer capable of being used due to changes in methods, procedures, or technology.
 4. Was consumed during training, an exercise, a deployment, Emergency response, or similar activities.
 5. Upon the later occurrence of: (A) five (5) years have passed since the date on which the entity took possession of the GFE or GFS Cache; (B) the fair market value of the GFE is zero (0); (C) or the aggregate residual value of the unused GFS Cache items is zero (0).
- b) **Obligation.** Once the entity obtains the Council's prior written authorization for a Disposition, the entity's obligations to the Council are as follows:
- i) For GFE with a per item fair market value of \$5,000 or less or GFS Caches with unused Supplies with an aggregate residual value of \$5,000 or less, the entity may dispose of the items without further obligation to the Council.
- ii) For GFE with a per item fair market value of more than \$5,000 or a GFS Cache with unused Supplies with an aggregate residual value of more than \$5,000, the entity may dispose of the items; however, the Council will have a right to the fair market value proceeds from the sale of the GFE or unused Supplies in the GFS Cache. The entity will return to the Council the fair market value proceeds from the sale of the GFE or Supplies in the GFS Cache and must cooperate with the Council's effort to obtain the fair market value proceeds from the sale. The



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Council will notify the entity about the deadline for returning the proceeds to the Council and the method and form that the entity must use to return the proceeds to the Council. The entity's failure to adhere to the requirements described in this Section 14, Part (b)(ii) may cause the entity to be deemed ineligible to receive GFE, GFS, or grant funds in the future.

- iii) For GFS that are not part of a cache, the entity may dispose of the item(s) without further obligation to the Council.
- iv) Upon the entity's Disposition conducted in accordance with Section 14, the GFE or GFS Cache that is disposed of will be removed from the entity's inventory and the entity will have no further obligation to track and report on disposed GFE or GFS Cache.

15. The Council's Points of Contact. The Council points of contact are as follows:

- a) **Admin Point of Contact.** Leah Watkins; leah.watkins@ewgateway.org; (314) 421-4220.
- b) **STARRS Point of Contact.** STARRS@ewgateway.org.

16. Inventory List, Appendix III, and SEFA Report. The Council will provide the entity with reports describing the GFE, GFS Cache, or GFS received from the Council. These reports are described in Section 16, Parts (a) through (c).

- a) **Inventory List.** The Council will provide the entity an inventory list at least once per year. The Council will send this report to the entity's designated logistics/inventory point of contact. The inventory list will include the GFE and GFS Caches that entity as received from the Council and that have not been disposed of in accordance to Section 14. The entity will use this inventory list to provide its annual inventory report.
 - i) **Existing GFS Caches.** Due to the age of existing GFS Caches, the GFS that were purchased prior to 10/13/2022 for these caches will not be included in an entity's inventory list. Additionally, an entity will not have a dedicated line-item in its inventory list of "GFS Cache" or similar to refer to an existing GFS Cache. Instead, if applicable, the entity's inventory list will include only equipment that is part of an existing GFS Cache – for example, a trailer or a generator. If a new GFS Cache is purchased after 10/13/2022, then the cache will be specifically listed as a line-item in an entity's inventory. Additionally, if grant funds are used to replace or update an existing GFS Cache after 10/13/2022 such that the new, unused GFS has an aggregate value that equals \$5,000 or more, then the entity's inventory list will be updated to include a specific line-item for the GFS Cache.
- b) **Appendix III.** When the Council issues a sub-award to the entity for GFE, GFS Caches, or GFS, the Council will provide the entity an Appendix III: Equipment & Supplies List that describes the grant-funded items that the Council is providing the entity through the sub-award. As needed during a sub-award performance period, the Council will send the entity an updated Appendix III. If the Council purchases for and transfers to the entity any grant-funded equipment, supply cache, or supplies that are not described in



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Appendix III on the date that the sub-award is executed, then the Council will, at a minimum, send the entity an updated Appendix III during project close-out. Upon request by the entity, the Council will submit an updated Appendix III to the entity prior to project close-out; however, the Council is not obligated to submit an updated Appendix III to the entity more than once per calendar year.

- c) **SEFA Report.** Upon request, the Council will provide the entity a report on its GFE or GFS Caches that the entity needs to complete is Schedule of Expenditures of Federal Awards (SEFA) as part of the entity's Single Audit. The entity should provide the Council sixty (60) days advanced notice of its need for the SEFA report. This request should be submitted to the Council's designated point of contact in Section 15, Part (a).