

ALAN WELLS

Chair

BRIAN MAYDWELL

Executive Director



Mailing Address: P.O. Box 2126

Jefferson City, MO 65102

Telephone: 573-200-6018

ARPA GRANT SUBRECIPIENT PROJECT AGREEMENT

The grant is funded by the federal government under the American Rescue Plan Act (“ARPA”). Use of the grant funds is subject to the terms of this Agreement, the Subaward Agreement, including its Appendix I (the “MOA”) between the Missouri Department of Public Safety, Office of Homeland Security, Division of Grants (“OHS”) and the Missouri 911 Service Board (the “Board”), and all applicable state and federal statutes, regulations, and executive orders (“Law”), including ARPA and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Copies of the MOA (labeled Exhibit A), the ARPA documents (labeled Exhibit B), the Board’s ARPA compliance training slide deck (“Training”) (labeled Exhibit C) and the Board’s Summary of ARPA Requirements (“Summary”) (labeled Exhibit D) are attached and fully incorporated by reference herein. Strict compliance with this Agreement, the MOA and state and federal law is required. All Missouri Office of Administration and United States Department of Treasury will be deemed to control in the event of a conflict with other provisions in the MOA or this Agreement. The Law will be deemed to control in the event of any conflict with the Training and Summary that was prepared by the Board for guidance purposes only.

All grant funds must be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26 and § 650.335, RS<O (Supp. 2023), and is subject to the acceptance of the conditions specified below by all Applicants (as defined in Emergency Rule 11 CSR 90-2.010 (1)(A) identified in the project application (“Application”) submitted to the Board. The Project Manager, all Applicants and their Contact Persons on the Application are Subrecipients under the MOA that are responsible for compliance with the Agreement, including the incorporated MOA, all applicable state and federal statutes, regulations, and executive orders, and all directives from OHS and the Board.

OHS must approve this Agreement before execution. The Agreement will become effective only after it is fully executed, the Board has a copy(ies) of the written order(s) of the governing body each Applicant approving the Agreement, and the Board confirms in writing that the Project Manager, Applicants’ Contact Persons, and any other individuals deemed necessary by the Board have completed the Board’s ARPA Training and that any required match funds are available.

Project Name and Number: [Title], [#]

Project Service Area: [Description]

Summary of how the Project moves Applicants towards Next Generation 911

[Description]

Project Funding Objectives (Check all that apply)

- Improve existing 911 systems
- Promotion of consolidation of PSAPS
- Ensuring primary access and texting abilities to 911
- Implementation of initial emergency medical dispatch services, including prearrival instructions in counties where those services are not offered as of the date the application is submitted
- Development or connection to an emergency services internet protocol network

Board Contact: Brian Maydwell, Executive Director
Telephone: 573-489-1088 (cell)
Email: brian.maydwell@missouri911.org

Applicant's/Applicants' Designated Project Manager

Organization (if applicable)
Name of Contact Person
Telephone:
Email:

Applicant/Subrecipient

Organization:
Name of Contact Person
Telephone:
Email:

NOTE: Add additional Applicants/Subrecipients and Contact People as appropriate.

Amount of Grant: \$ _____

Date OHS Approved Agreement: _____

Match Required: Yes/No

Amount/Percentage of Match: \$ _____ / %_

Type of Match (Cash or In-Kind): _____

Source of Match: _____

Date Match Verified by Board: _____

Date Board Verified Training Completed: _____

Date Board Verified Receipt of Copy(ies) of the Written Order(s) of the Governing Body of each Applicant Approving the Agreement: _____

Scope of Work and Budget: The scope of work and budget are set forth in the Application, labeled Exhibit E, which is attached and fully incorporated by reference herein.

Project Completion Deadline: Projects must be completed one year and 30 days after receiving award notice and approval from OHS.

[Date]

Quarterly Reporting: Reports are required to be submitted electronically in the Submittable system by the Project Manager in accordance with the schedule below until project completion.

Report Due

January 10

April 10

July 10

October 10

Reporting Period

October 1 – December 31

January 1 – March 31

April 1 – June 30

July 1 – September 30

Quarterly Report Contents: Reports must include the following information. A template can be found on the Board's [grant webpage](#).

- Project Name & Number (Found on Page 1 of this Agreement)
- List of expenditures with accompanying reports, invoices and purchase agreements attached.
- Brief update on project status
- Inventory spreadsheet with inventory labels
- If applicable, any concerns that might impede an applicant's ability to meet their project deadline
- If applicable, any notable changes to your project from what was approved by the Missouri 911 Service Board in your original grant application.

Deadline for Final Claims and Reports: 45 days after the Project Completion Deadline

PROJECT AGREEMENT CONDITIONS

1. Project Agreement Execution

Within 30 days the grant award notification and approval by OHS, this Agreement must be fully executed and returned to the Board with copy(ies) of all necessary written order(s) of approval of the Agreement from the governing body of each Applicant, and the Board must confirm in writing that the Project Manager, all applicants' designated points of contact, and any other individuals deemed necessary by the Board have completed the Board's ARPA Training. Failure to timely meet these requirements may result in the Board, in its discretion, wholly or partially rescinding the award.

2. Claims Payment

All reimbursement requests ("Claims") must be submitted to the Board by the Project Manager with supporting documentation within six (6) months of incurring an allowable expense, receiving an invoice, making a payment or showing an in-kind match. OHS is responsible for paying claims. OHS will not begin paying claims until it has received a fully executed copy of this Agreement and a copy(ies) all written order(s) of the governing body each Applicant approving the Agreement, and it has confirmed in writing that Project Manager, the Applicant's Contact Person/Applicants' Contact Persons and any other individuals deemed necessary by the Board have completed the Board's ARPA Training. OHS will not pay claims that are untimely, for ineligible expense, or lack required supporting documentation. OHS or the Board may make claim payments contingent on the timely filing of all quarterly reports listed under the "Report Schedule" and any other reports requested by OHS or the Board and its and OHS's approval of those reports.

If OHS determines that a Claim has been improperly paid for any reason, then OHS or the Board will take appropriate actions to obtain the return of the full amount of funds paid and pursue other available remedies.

3. Applicant Authorization

Applicants authorize OHS to pay vendors directly. OHS may elect to pay certain vendors directly.

4. Material Project Changes

No material project changes may be made without the prior, written approval of the Board or the Project Contact (or contact's successor) and OHS's written consent, if required by OHS. The Project Manager for this Agreement may request approval of a material change to the project by submitting a written request by email (preferred) to grants@missouri911.org or by certified or registered mail addressed to "Missouri 911 Service Board" at P.O. Box 2126, Jefferson City, MO 65102. The request shall contain the Project Title, Number, and a detailed explanation of the circumstances warranting the change and any supporting documentation. The Board or its designee, in its sole discretion, will determine whether to approve or disapprove the request and

will notify the Project Manager in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

A “material change” is defined as a change/change order or series of changes/change orders which, alone or in combination, if approved and implemented, will result in a material alteration of the nature or scope of the project, will result in the project being unable to be completed by the project deadline, or will increase, decrease, or reallocate the funds approved in the total project budget by 5% or more.

5. Expenditure of Awards and Labeling and Disposition of Equipment

The award must be used to implement the approved project budget. Equipment purchased with the award will be property of the purchasing 911 Service Authorities/Applicant (regardless of whether OHS pays the vendor directly). All equipment purchased with ARPA funds must be tagged and all tags must state “Purchased with U.S. Department of Treasury Funds.” Equipment may not be purchased from vendors on either the Federal Excluded Parties List System (insert link here) or State Suspended/Debarred Vendors List (<https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors>). A copy of a screen shot verifying that each vendor used is not on the Federal Excluded Parties List System or State Suspended/Debarred Vendors List should be maintained in the grant file. Expenditures over \$10,000 from a Single Feasible Source require prior approval from OHS and the Board.

If, during the term of the project, original or replacement equipment acquired with the grant funds is no longer needed for the project, the equipment may be retained, sold, or disposed, if it is not needed in any other ARPA sponsored project or program. Disposition requests must be pre-approved by OHS and timely submitted. To request approval to dispose of equipment, a completed Equipment Disposition Form must be submitted and emailed to Kaycee Nail at grants@missouri911.org. The Equipment Disposition Form may be found on OHS’s website in the Grant Applications and Forms section. If equipment with a fair market value of \$5,000 or more is sold, the Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from the sale by the Federal awarding agency’s percentage of participation.

Equipment purchased with award funds may not be pledged until the project is completed. The Board, at its sole discretion, may subject the equipment to a security interest under the Uniform Commercial Code (“UCC”) and file a UCC financing statement to perfect the Board’s security interest. The Board may also, at its sole discretion, require equipment purchase payments to be made directly from the Board to the vendor, in whole or in part. The Applicants and 911 Service Authorities appoint the Board as its agent and attorney-in-fact for purposes of executing and filing UCC financing statements and continuation statements.

6. Disallowed Claims

Claims may not be made for expenses other than those specified in this Agreement, which are limited to purposes authorized by ARPA and §§ 650.330(16) and 650.335, RSMo. OHS will reject disallowed claims.

7. Extensions of Time

Projects shall be completed by the projection completion deadline in this Agreement unless the deadline is timely extended by the Board or its designee or OHS under 11 CSR 90-2.040(4). The Project Manager for the project and this agreement this Agreement may seek an extension of the project completion deadline by submitting a written request to the Board at grants@missouri911.org or by certified or registered mail addressed to “Missouri 911 Service Board” at P.O. Box 2126, Jefferson City, MO 65102 at least 45 calendar days before the expiration of the current project completion deadline. The request shall contain a detailed explanation of the circumstances warranting the requested extension. Requests for extensions that exceed six months will not be considered.

Timely submitted first requests for extension will be granted when the request demonstrates an inability to meet the project completion deadline despite a good faith effort to do so. Second and subsequent requests for extension will be viewed unfavorably and will only be granted when it is determined that substantial justification or extreme circumstances exist. The Board or its designee will notify the Project Manager in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

8. Indemnification and Hold Harmless

Except as otherwise provided by law, Applicants shall indemnify and hold harmless the Board and OHS, their members, director, employees, agents, and contractors, from liability of any nature or kind, including costs and expenses, arising from or out of acts, omissions, errors, negligence, or fraud of the Applicants or their employees, agents, and contractors, or for or on account of any copyright infringement arising out of any article or materials produced by the Applicants.

9. Anti-Discrimination Policy

The Board and OHS do not discriminate on the basis of age, race, color, sex, gender identity, religion, national origin, disability, veteran status, sexual orientation, or any other consideration made unlawful by applicable law. All parties to this Agreement are expected to have similar policies in its employment practices and provision of services. All parties to this Agreement must comply with local, state and federal regulations related to non-discrimination, wage and hour laws, workplace safety, licensure, protection of confidential health care information and all other applicable laws and regulations.

10. Duty to Notify Board of Organizational Changes

All parties to the Agreement shall notify the Board, in writing by sending an email to grants@missouri911.org, within five business days of any significant changes in their structure, financial circumstances, or leadership, including their executive staff or key staff responsible for achieving the purpose of the project.

11. Reporting

The Project Manager for this project shall be responsible for timely submitting all required reports. All reports are required to be submitted electronically through the Submittable system or as otherwise directed by the Board or its designee. The Board or OHS may require additional reports as it deems appropriate Project Manager of the contents and deadline for any such additional reports.

12. Grant File/Monitoring/Audits

The Project Manager for this project with the assistance and cooperation of the Applicants, is expected to maintain a grant file with documentation that includes but is not limited to a fully executed copy of this Agreement, all claims and associated documentation, quarterly reports, monitoring reports, relevant grant correspondence, procurement documents and associated documentation, disposition of equipment forms, inventory, and complete books and records of revenues and expenditures for the project. The grant file shall be made available for inspection at reasonable times as requested by the Board or OHS. Award funds should be shown separately on the books for ease of reference and verification. Records must be kept for at least five (5) years after completion of the project.

The Board has an obligation to monitor the use of grant awards and it, or its designee may conduct desk reviews of grant files at its office or on-site reviews at an Applicant's office or other location of the Board's choice. Monitoring reviews will be scheduled for an agreed upon date on at least 30 days' notice. The Board will prepare a monitoring report after each monitoring review. If the Board's monitoring report finds deficiencies, at least 30 days will be allowed for the completion and submission of necessary corrective actions. The Board or its designee also may conduct site visits and discuss programs and finances with the Primary Contact for the project, Project Manager, and Applicants' employees and officers.

OHS may conduct such audits as it deems appropriate. In the case of an audit, the Project Manager for this project, with the assistance and cooperation of the Applicants, will be expected to provide all necessary assistance in connection with such audit.

13. Acknowledgement and Publicity

The Board or OHS may periodically issue a general press release(s) announcing awards. Any press release or publication produced by the Project Manager for this project or Applicants that refers to activities, results, research, publications, or other work product funded by or associated with this award should include an acknowledgment of the Missouri 911 Service Trust Fund that reads: *Supported by an ARPA funding award from the Missouri 911 Service Board.*

14. Award Changes/Termination

The Board or OHS may reduce, suspend or terminate all or any portion of the award at any time if, in the Board's or OHS's sole judgment, any one or more of the Applicants become unable to carry out the purposes of the award, any one or more of the Applicants cease to be an

appropriate means of accomplishing the purposes of the award, any one or more of the Applicants fails to comply with any of the conditions of the award or of this Agreement or applicable laws, there is a lack of funding for any reason, the Board or OHS discovers a misrepresentation in the Application, conduct occurs that is deemed inappropriate by the Board or OHS, such action is necessary to comply with applicable laws and regulations, or as a result of acts of God, pandemics, and other exigent or unexpected reasons. Upon receipt of notice of termination, all Applicants that received funding shall, with five business days, return all unexpended award funds to the OHS, together with the reports detailing the use of any expended funds. If it becomes necessary for the Board or OHS to take any legal action to collect any award funds or interest required to be paid on such funds. Applicants agree to pay the Board's and OHS's reasonable attorneys' fees and all costs of collection with interest at the rate of 9% per annum.

15. Relationship of the Parties

It is expressly understood that the Board and OHS have no obligation to provide other or additional support for this or any other project or purposes. Neither the Board nor OHS exercises control of the or Applicants; the Applicants are separate and independent entities from the Board and OHS. Operational implementation of the award is the sole responsibility of the Applicants.

16. Miscellaneous

The Applicants' rights and obligations under this Agreement are specific to the each of them and they may not assign their rights or obligations hereunder to any person or entity. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. Venue for any disputes arising hereunder shall be in the courts located in Cole County, Missouri.

APPROVAL OF AGREEMENT BY OHS

The undersigned agent of OHS certifies that this Agreement has been reviewed and approved by OHS.

OHS Contact/Title:

Signature:

Date:

ACCEPTANCE OF TERMS AND CONDITIONS

This Agreement is to be signed by an authorized signatory of each Applicant on the Application certifying that each agrees to comply with all the terms and conditions of the award and Agreement specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified.

MISSOURI 911 SERVICE BOARD

Board Signatory's Name/Title:

Signature:

Date:

NAME OF APPLICANT

Applicant's Signatory's Name/Title:

Signature:

Date:

ADD/DELETE SIGNATURE BLOCKS FOR APPLICANTS AS APPROPRIATE.

NAME OF APPLICANT'S/APPLICANTS' PROJECT MANAGER

Applicant's/Applicants' Project Manager's Signatory's Name/Title:

Signature:

Date:

Please return one electronic signed copy of this Agreement addressed to:

Missouri 911 Service Board
grants@missouri911.org