

CHIEF JAMES PERSON
Chair

BRIAN MAYDWELL
Executive Director



Mailing Address: P.O. Box 2126
Jefferson City, MO 65102
Telephone: 573-200-6018

PROJECT AGREEMENT

All financial assistance from the Missouri 911 Service Board (the “Board”) is to be used solely for the purposes described below and is subject to the acceptance of the conditions specified below by all Applicants and 911 Services Authorities (as defined in Emergency Rule 11 CSR 90-2.010 (1)(A) identified in the project application (“Application”) submitted to the Board. This Project Agreement (“Agreement”) will be effective when the Board receives a fully executed copy and a copy of the written certification of the governing body each Applicant approving the Agreement. The Agreement designates a Designated Lead 911 Services Authority (which could be one and the same as the Applicant) with primary responsibility for compliance with the Agreement. All Applicants and 911 Services Authorities on the Application also are responsible for compliance with the Agreement.

Project Name and Number: City of Sunset Hills and City of Crestwood PSAP consolidation

Project Service Area: City of Sunset Hills, Missouri
City of Crestwood, Missouri

Award Priority Areas Addressed by the Project (check all that apply)

- Include one or more public safety answering points (“PSAPs”) located in a jurisdiction with a 911 service level of basic (defined by the Board to mean “No 911 equipment”);
- Consolidate two or more PSAPs;
- Consolidate 911 services within a [defined region](#);
- Move one or more PSAPs up one or more service levels;
- Meet the NENA i3 Solution Standard for Emergency Services IP Network;
- Become NG9-1-1 compatible;
- Include purchasing 911 communications equipment, such as 911 trunking equipment, workstations with 911 answering equipment, software, dispatch systems, and radio systems, that is currently non-existent (versus replacement of existing 911 communications equipment);
- Add Text-to-911 (defined as the ability to send a text message to reach 911 emergency call takers from a mobile phone or device).

Purposes in § 650.330.1(16), RSMo to be Accomplished by the Project (check all that apply):

- Implementation of 911 services in counties of the state where services do not exist or to improve existing 911 systems;
- Promotion of consolidation of PSAPs, where appropriate;
- Mapping and addressing all county locations;
- Ensuring primary access and texting abilities to 911 services for disabled residents;

- Implementation of initial emergency medical dispatch services, including prearrival medical instructions, in counties where those services are not offered as of the date of the application; and
- Development and implementation of an emergency services internet protocol network that can be shared by all public safety agencies.

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

Primary Contact: Colonel Stephen P. Dodge, Chief of Police Sunset Hills Mo
Telephone: 314-849-4400
Email: Sdodge@sunsethillspd.com

Applicant: Colonel Stephen P. Dodge, Chief of Police, Sunset Hills Mo
Telephone: 314-849-4400
Email: Sdodge@sunsethillspd.com

Award Type(s) and Amount(s): Grant, \$77,363.30

Deposit Information: Funds from the Missouri 911 Trust Fund will be transferred to your county or elected Emergency Services board via ACH transfer. The current contact for your ACH transfers is **Patricia Carre, 314-615-7052**. The primary contact for this project will also be notified once transfers have been initiated.

Award Disbursement Schedule: As of the date of this Agreement, the Board intends to disburse the award amount as follows:

[Disbursement 1]: \$54,154.31 (70% of total funds)

[Disbursement 2]: \$15,472.66 (20% of total funds)

[Disbursement 3]: \$7,736.33 (10% of total funds)

Match Amount(s) and Match Source: \$ _____ NA _____ / Source
(If applicable)

Interest Rate (Loans only): NA

Repayment Period (Loans only): NA

Repayment Schedule (Loans only): N/A

Scope of Work and Budget: The scope of work and budget are set forth in the Application, which is attached as Exhibit 1 and is fully incorporated by reference into this Agreement.

Project Completion Deadline: TBD

Report Schedule: Reports are required to be submitted by the project primary contact via email to admin@missouri911.org based on the below schedule until project completion.

1st Report due:	TBD
2nd Report due:	TBD
3rd Report due:	TBD
4th Report due:	upon project completion

Commented [HS1]: Will the funding source provide these?

Report Contents: Reports must include the following information. A template can be found on the Board's website at www.missouri911.org/grants-and-funding-opportunities.

- 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 (one paragraph minimum)
- If applicable, any notable changes to your project from what was approved by the Missouri 911 Service Board in your original grant application.

PROJECT AGREEMENT CONDITIONS

1. Project Agreement Execution

This Agreement must be fully executed and returned to the Board within 30 days of award notification along with a copy of a written certification of approval of the Agreement from the governing body of each applicant. If the fully executed Agreement and all necessary written certifications are not received within this time frame, the Board may, at its discretion, wholly or partially rescind the award.

2. Award Disbursement

The Board will not disburse any portion of the award until it has received a fully executed copy of this Agreement and a copy of a written certification of the governing body of each Applicant approving of this Agreement.

The Board, subject to its authority to modify or terminate all or a portion of the award, shall make all distributions of the award in accordance with the “Award Disbursement Schedule” in this Agreement. The Board may make distributions contingent on the timely filing of all interim reports listed under the “Report Schedule” and its approval of those reports. The Board may elect to pay certain vendors directly and to make a corresponding reduction to scheduled distributions.

3. Applicant Authorization

Applicants that are not 911 Services Authorities authorize the Board to transmit directly to their 911 Services Authorities any portion of the Board’s award that is for project costs to be incurred by their 911 Services Authorities.

4. Loan Repayment (For projects involving loans):

All Applicants receiving all or a portion of an award from the Board agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments. All 911 Service Authorities receiving all or a portion of an award from the Board, on behalf of their Applicants, agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments.

5. 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). The primary contact for this Agreement may request approval of a material change to the project by submitting a written request by email (preferred) to admin@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 Designated Lead 911 Service Authority 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.

6. Expenditure of Awards

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 the Board pays the vendor directly) so long as it is not diverted from the project. If, during the term of the project or loan, whichever is longer, the equipment is used for a purpose

other than the project or the purchasing 911 Service Authorities/Applicants cease to exist or operate, then the equipment will revert to the Board for redistribution to another 911 Service Authority/Applicant or for sale with the proceeds being deposited in the Missouri 911 Service Trust Fund.

Equipment purchased with award funds may not be pledged until the project is completed and, if applicable, the loan is fully repaid. 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.

7. Disallowed Uses of Awards

Awards may not be used for purposes other than those specified in this Agreement, which are limited to purposes authorized by §§ 650.330(16) and 650.335, RSMo. If the Board determines that awards have been expended for any disallowed use, the Board will take appropriate actions to obtain the return of the full amount of the award and other available remedies.

8. 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 under 11 CSR 90-2.040(4). The primary contact for the project and this agreement this Agreement may seek an extension of the project completion deadline by submitting a written request to admin@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 Designated Lead 911 Service Authority 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).

9. Anti-Discrimination Policy

The Board does 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 admin@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 primary contact for this project shall be responsible for timely submitting all required reports. All reports are required to be submitted electronically to admin@missouri911.org or as otherwise directed by the Board or its designee. The Board may require additional reports as it deems appropriate and will notify the Designated Lead 911 Services Authority of the contents and deadline for any such additional reports.

12. Monitoring/Site Visits

The Board or its designee reserves the right to monitor and conduct a review of the project progress under this Agreement, which may include site visits, records and materials reviews, and discussions of programs and finances with the primary contact for his project, the 911 Services Authorities', and Applicants' employees and officers.

13. Financial Records/Audits

The primary contact for this project with the assistance and cooperation of the 911 Services Authorities and the Applicants, is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times as requested by the Board. Although the award funds need not be physically segregated, such funds should be shown separately on the books for ease of reference and verification. The Board may conduct such audits as it deems appropriate. In the case of an audit, the primary contact for this project, with the assistance and cooperation of the 911 Services Authorities and the Applicants, will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the project.

14. Acknowledgement and Publicity

The Board may periodically issue a general press release(s) announcing awards. Any press release or publication produced by the primary contact for this project, 911 Services Authorities 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 a funding award from the Missouri 911 Service Board.*

15. Award Changes/Termination

The Board may reduce, suspend or terminate all or any portion of the award at any time if, in the Board’s sole judgment, any one or more of the 911 Services Authorities or Applicants become unable to carry out the purposes of the award, any one or more of the 911 Services Authorities or Applicants cease to be an appropriate means of accomplishing the purposes of the award, any one or more of the 911 Services Authorities or 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 discovers a misrepresentation in the Application, conduct occurs that is deemed inappropriate by the Board, 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 911 Services Authorities or Applicants that received funding shall, with five business days, return all unexpended award funds to the Board, together with the reports detailing the use of any expended funds. If it becomes necessary for the Board to take any legal action to collect any award funds or interest required to be paid on such funds, the 911 Services Authorities or Applicants agree to pay the Board’s reasonable attorneys’ fees and all costs of collection with interest at the rate of 9% per annum.

16. Relationship of the Parties

It is expressly understood that the Board has no obligation to provide other or additional support for this or any other project or purposes. The Board does not exercise control of the 911 Services Authorities or Applicants; the 911 Services Authorities and Applicants are separate and independent entities from the Board. Operational implementation of the award is the sole responsibility of the 911 Services Authorities and the Applicants.

17. Miscellaneous

The 911 Service Authorities’ and 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.

ACCEPTANCE OF TERMS AND CONDITIONS.

This Agreement is to be signed by an authorized signatory of each 911 Services Authority and Application 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.

Board Contact:

Signature: _____

Project Agreement, [insert project #], Page 8

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

St. Louis County

Signature: _____
Dr Sam Page,
County Executive, St. Louis County Missouri
Date:

Attest: _____
Administrative Director

Approved:

Chair, St. Louis County Emergency Communications Commission

Approved as to legal form:

County Counselor

Approved:

Accounting Officer

Legal Review: _____

Authorizing Ordinance: 28,343

Primary Contact -
Signature: _____
Colonel Stephen P. Dodge
Chief of Police, City of Sunset Hills Missouri
Date:

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

Missouri 911 Service Board
Admin@missouri911.org