

**ST. LOUIS COUNTY POLICE DEPARTMENT
CRISIS INTERVENTION PROGRAM GRANT**

BY AND BETWEEN

ST. LOUIS COUNTY

AND

CITY OF O’FALLON, MISSOURI

THIS AGREEMENT is by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "COUNTY" and the **CITY OF O’FALLON, MISSOURI** hereinafter referred to as the "CONTRACTOR":

WITNESSETH THAT:

WHEREAS, COUNTY has accepted funding from the United States Department of Justice (“Department of Justice”) through the Missouri Department of Public Safety (“Department of Public Safety”) acting as the pass-through entity under the 2024 State Crisis Intervention Grant Program to administer the 2024 State Crisis Intervention Grant Program (“SCIP”), 15PBJA-24-GG-02925-BSCI-09 (“Grant”); and

WHEREAS, consistent with the requirements under the Grant, CONTRACTOR is willing to provide a police officer assigned to the St. Louis County Crisis Intervention Team (“CIT Officer”); and

WHEREAS, Ordinance 29,508 authorizes the County Executive to execute this Agreement on behalf of County; and

WHEREAS, Ordinance _____ authorized the City Administrator to execute this Agreement on behalf of Contractor;

NOW, THEREFORE, in consideration of the mutual covenants to be performed herein by the parties, it is hereby agreed:

ARTICLE I - TERM AND RENEWAL

1.1 The term of this Agreement shall commence upon execution and run through July 30, 2027. CONTRACTOR shall provide services through June 30, 2027, with the final invoice due no later than July 30, 2027.

ARTICLE II - SCOPE OF SERVICES

2.1 SERVICES.

- a) CONTRACTOR will provide one (1) CIT Officer to work under the day-to-day supervision and command of a CIT sergeant or lieutenant designated by the County.
- b) The CIT Officer will be responsible for working alongside Compass Health clinicians assisting individuals needing behavior health services. The CIT Officer will primarily be working in St. Charles County.
- c) The CIT Officer will be responsible for collaborating with County with a common goal, building trust, working together and sharing resources.
- d) The CIT Officer will be responsible for attending Monday meetings to benefit both St. Louis County and St. Charles County.

ARTICLE III – COMPENSATION

3.1 **COMPENSATION.** The COUNTY shall compensate the CONTRACTOR an amount not to exceed **\$150,000.00** for services performed as outlined in Article II, Scope of Services. The CONTRACTOR shall be required to submit a monthly invoice for the previous month's expenses on the first business day of the following month. Payments will be made within thirty (30) days of the County approval of an invoice, with such approval not being unreasonable withheld.

3.2 **INVOICE DOCUMENTATION.** The CONTRACTOR may receive payment based upon eligible services provided to the COUNTY. The CONTRACTOR shall submit the invoice to the County contact under Section 6.1.

3.3 **MAINTENANCE OF RECORDS.** The CONTRACTOR agrees to keep and maintain adequate, legible, current, and complete records of services rendered under the terms of this Agreement and make available all such records to the COUNTY, or its designated representatives, for a period of five (5) calendar years following the expiration of this Agreement according to the requirements in 2 CFR Part 200, Sub part F, audit requirements. CONTRACTOR agrees that failure to comply with this provision shall be deemed a material breach of the Agreement and shall repay to COUNTY all amounts received for any services that are not accurately verified and fully documented by the CONTRACTOR'S records. Adequate verification and full documentation shall mean that the CONTRACTOR'S records are such that an orderly examination by a reasonable person is possible and can readily determine that the CONTRACTOR'S reported services were, in fact, provided; that the recipients were eligible when the services were provided; to whom the services were provided; and the extent or duration of services.

ARTICLE IV –TERMS AND CONDITIONS

4.1 **COMPLIANCE.** The CONTRACTOR and its employees shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services performed under this Agreement. CONTRACTOR shall also comply with the COUNTY Monitoring Requirements set forth in Section 5.1. The CIT Officer shall comply with the policies, procedures and orders of the CONTRACTOR, including, but not limited to, any policies or orders relating to the use of body work cameras. CONTRACTOR shall also comply with the terms and conditions contained in the Missouri Department of Public Safety Subaward Agreement, attached and incorporated herein as Exhibit 1.

4.2 CONFIDENTIALITY. The CONTRACTOR shall require that persons employed by or volunteering services to the agency maintain the confidentiality of any information that would identify individuals served by the CONTRACTOR pursuant to this Agreement, to the extent permitted by law.

4.3 ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire and final agreement between the parties hereto with respect to the subject matter. This Agreement may be modified or amended by the mutual agreement of the parties hereto; provided, however, that no such modification or amendment to this Agreement shall be binding unless in writing and signed by both parties.

4.4 CONFLICT OF INTEREST. The CONTRACTOR shall comply with 2 CFR 200.318. With respect to all other decisions involving the use of Grant funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

4.5 NONDISCRIMINATION OF PROVISION OF SERVICES. Contractor shall not discriminate against any recipient of services because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship.

4.6 WAIVER. This Agreement is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this Agreement and any action or causes of action arising out of this Agreement. Any and all claims or causes of action arising out of this Agreement shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.

4.7 VENUE. In the event any actions or proceedings are initiated with respect to this Agreement, the COUNTY and the CONTRACTOR agree that venue thereof shall be in St. Louis County, Missouri.

4.8 INDEPENDENT CONTRACTOR. The relationship of the CONTRACTOR to the COUNTY shall be that of an independent contractor and no principal/agent or employer/employee relationship is created by this Agreement.

4.9 ASSIGNMENT OF AGREEMENT. The CONTRACTOR agrees not to assign, transfer, convey, sublet, or

otherwise dispose of this Agreement without the previous consent and written approval of the COUNTY.

4.10 LIABILITY. The CONTRACTOR agrees to solely responsible for the defense of and resulting liability from any alleged personal injury or property damage, losses, costs or expenses exclusively caused by or resulting from the negligent acts or omissions of the CIT Officer employed by CONTRACTOR and CONTRACTOR's performance as it relates to this Agreement. Nothing herein shall be construed as a waiver of the defenses of any sovereign or any other immunity, by whatever name, as set forth in Section 537.600, RSMo., et seq., for any monetary amount whatsoever, or any other defenses howsoever named, that are, or in the future may become, available by statute or common law as to claims from any third party.

4.11 PROCUREMENT. The CONTRACTOR shall ensure that matters concerning violation of law with regard to procurement shall be referred immediately and in writing to such local, state, or federal authority as many have proper jurisdiction pursuant to 24 CFR Part 85.

4.12 ALLOWABLE COSTS. The CONTRACTOR shall ensure that costs incurred are allowable pursuant to OMB Circular A-87.

ARTICLE V – GENERAL CONTRACTOR CONDITIONS

5.1 MONITORING REQUIREMENTS. CONTRACTOR agrees to maintain the records necessary to evaluate the effectiveness of the Grant. In addition, the CONTRACTOR shall make available all documentation or records relating to this Agreement to monitoring representatives of the COUNTY, the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The COUNTY shall provide fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe and shall maintain fiscal control, proper management, and efficient disbursement of funds received under this Agreement. COUNTY will monitor CONTRACTOR invoices to ensure that the following objectives are observed:

- a) CONTRACTOR procedures for requesting payment from COUNTY and their controls over services provide reasonable assurance that invoices reflect services performed by CONTRACTOR and the supporting documentation is submitted with the invoices.
- b) CONTRACTOR submitted invoices by the deadline set forth in this Agreement.

5.2 DEBARMENT CERTIFICATION. The CONTRACTOR certifies by signing the signature page of this Agreement that the CONTRACTOR is not presently disbarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in, or otherwise excluded from or ineligible for participation under federal assistance programs.

5.3 PROFESSIONAL LIABILITY INSURANCE. The CONTRACTOR agrees to maintain self-insurance, provided that the limits of self-insurance meet or exceed the limits of insurance as required herein. The

CONTRACTOR shall furnish the COUNTY with a certificate of self-insurance.

- a) Commercial General Liability (CGL): CONTRACTOR shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$2,700,000 of each occurrence. CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premise, operations, independent contractors' products-completed operations, personal injury and advertising injury, and liability assumed under and insured contract (including the tort liability or another assumed business contract).
- b) Workers Compensation Insurance: The CONTRACTOR shall provide proof of Workers' Compensation Insurance including Employer's Liability.

5.4 OTHER INSURANCE PROVISIONS

CONTRACTOR shall maintain a General Liability policy that contains, or is endorsed to contain, the following provisions:

- a) Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Agreement by the CONTRACTOR.
- b) CONTRACTOR shall provide COUNTY with notice of policy cancellation, termination, or modification of any kind within thirty (30) calendar days of the change.

ARTICLE VI- NOTICES

6.1 Any written notice required under this Agreement shall be sent either via email to the following points of contact: Notices shall be sent to:

- (1) Sarah Halgren, Financial Analyst
St. Louis County Police Department
7900 Forsyth Blvd
Clayton, MO 63105
Shalgren@stlouiscountymo.gov
- (2) Chief Frank Mininni
O'Fallon Police Department
1019 Bryan Road
O'Fallon, MO 63366
fmininni@ofallonmo.gov

ARTICLE VII – TERMINATION

7.1 **TERMINATION.** Termination of this Agreement may occur, with or without cause, prior to the date agreed upon by the parties herein in the following manner:

- A. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party.

- B. Termination for Non-performance. In the event the COUNTY determines that CONTRACTOR has failed to perform services in compliance with the requirements of this Agreement, COUNTY shall provide written notice to CONTRACTOR. Such notice shall identify the deficiency in performance and provide the CONTRACTOR 15 days to cure such deficiency. If CONTRACTOR fails to cure the deficiency within the timeframe prescribed, COUNTY may terminate the Agreement upon written notice to the CONTRACTOR. CONTRACTOR shall submit a final invoice for services rendered through the receipt of notice of termination.

CONTRACT SIGNATURE PAGE

WHEREFORE, the authorized officials of the parties have affixed their signatures effective as of the later of the dates below written.

CITY OF O’FALLON, MISSOURI

Name : Michael Snowden

Title: City Administrator

Date: _____

ATTEST: _____

City Clerk

ST. LOUIS COUNTY, MISSOURI

County Executive

Date: _____

Attest:

Administrative Director

Approved:

Chair, Board of Police Commissioners

Approved:

Chief of Police

APPROVED AS TO LEGAL FORM:

By _____
County Counselor

I hereby certify that balances sufficient to pay the Agreement sum remain in appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay the Agreement sum.

By _____
Accounting Officer, St. Louis County

Legal Review: _____

Encumbrance Review: _____

CE Review: _____