JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 2, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Budget, Fiscal Accountability, Capital Improvements Tax

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2024-250
      AN ORDINANCE approving the deannexation by the Council of the City of Joplin, Missouri, of property generally located at 3031 N Arizona Ave.

      Documents:

      2024-250SUMMARY.PDF
      2024-250REPORT.PDF
      2024-250APP.PDF
      2024-250MINUTES.PDF

2024-250MAP.PDF
2024-50NJOPLINMAP.PDF
CB2024-250.PDF

8. **Consent Agenda**

    1. Minutes Of The December 18, 2023, City Council Meeting

        Documents:

        DEC 18, 2023 MINUTES.PDF

    2. COUNCIL BILL NO. 2023-407
    AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

        Documents:

        CB2023-407.PDF

    3. COUNCIL BILL NO. 2023-408
    AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

        Documents:

        CB2023-408.PDF

    4. COUNCIL BILL NO. 2023-614
    AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations.

        Documents:

        CB2023-614.PDF

    5. COUNCIL BILL NO. 2023-615
    AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules.

        Documents:

        CB2023-615.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2024-100
AN ORDINANCE approving a purchase agreement between the City of Joplin and Trapeze Software Group Inc. d.b.a TripSpark Technologies (TripSpark), for the purchase of transit scheduling software license and maintenance services; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, containing an emergency clause.

Documents:

CB 2024-100 GS MAPS SCHEDULING SOFTWARE.PDF
CB 2024-100 SOFTWARE AGREEMENT.PDF
CB2024-100COUNCIL BILL.PDF

2. COUNCIL BILL NO. 2024-102
AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Three Hundred Seventy-Four Thousand Eight Hundred Eighty-Seven and 76/100 dollars ($374,887.76) for construction of the East Town Sidewalks 2023 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and containing an emergency clause.

Documents:

CB2024-102 SUMMARY SHEET EAST TOWN SIDEWALKS.PDF
CB2024-102 COUNCIL ORDINANCE EAST TOWN SIDEWALKS.PDF
CB2024-102 AGREEMENT-EAST TOWN SIDEWALKS 2023.PDF
CB2024-102 EAST TOWN PROJECT MAP.PDF
CB2024-102 BID SUMMARY EAST TOWN SIDEWALKS.PDF

3. COUNCIL BILL NO. 2024-103
AN ORDINANCE approving an agreement with Joplin Industrial Electric Co., Inc. in the amount of Two Hundred Ninety-Nine Thousand Forty-four and 00/100 DOLLARS ($299,044.00) for Justice Center Electrical Upgrades and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-103 GS JUSTICE CENTER ELECTRICAL.PDF
00 52 00 AGREEMENT 2023 FOR JUSTICE CENTER ELEC WITH JIE.PDF
CB2024-103 BID SUMMARY JUSTICE CENTER ELECTICAL UPGRADES.PDF
NICHOLS TO WELLER - RECOMEND AWARD JUSTICE CENTER ELEC TO JIE 11-15-2023.PDF
CB2024-103 COUNCIL BILL.PDF

4. COUNCIL BILL NO. 2024-350
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a

lot located at 926 S Chestnut Ave. in the City of Joplin, Missouri, for Five Thousand Four Hundred Ninety-Five dollars ($5,495.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 926 CHEST.PDF
926 S CHESTNUT AVE.PDF
PRESENTATION926 CHESTNUT.PDF
CB 2024- 350 926 CHESTNUT.PDF

5. COUNCIL BILL NO. 2024-351
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1202 S Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Three Hundred Ninety-Five dollars ($4,395.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY 1202 S JACKSON AVE.PDF
1202 S JACKSON AVE.PDF
PRESENTATION 1202 S JACKSON.PDF
CB 2024-351 1202 S JACKSON.PDF

6. COUNCIL BILL NO. 2024-500
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

Documents:

CB 2024-500 SUMMARY BUDGET AMENDMENT.PDF
CB 2024-500 BUDGET AMENDMENT ORDINANCE FY2024.PDF
CB 2024-500 SCHEDULE A 2024 BUDGET AMENDMENT.PDF

7. COUNCIL BILL NO. 2024-600
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Higginbotham Inc., for the purpose of professional brokering and other loss control services not to exceed price of Sixty Thousand Dollars ($60,000.00) per year, for a three (3) year contract term; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2024-600 SUMMARY.PDF
CO1 - CONSULTING AGREEMENT HIGGINBOTHAM 2023.PDF

COJ - CONSULTING AGREEMENT HIGGINBOTHAM 2023.PDF
RFP SCORES.PDF
CB2024-600 ORDINANCE HIGGINBOTHAM-INSURANCE CONSULT.PDF

11. **Ordinances - First Reading**

12. **Ordinances - Second Reading And Third Reading**

    1. COUNCIL BILL NO. 2023-542
       AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and setting a date when this Ordinance shall become effective.

       Documents:

       CB2023-542.PDF

13. **Unfinished Business**

14. **New Business**

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 28th day of December 2023 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-250 – Voluntarily Deannexation

MEETING DATE:
January 2, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 053-23: 3031 N Arizona Ave – A request to voluntarily deannex from the City of Joplin – Kristy Carson

BACKGROUND:

The subject property was annexed into the City in 2022 as one of the conditions of an out-of-town sewer agreement. The property never connected to the City's sanitary sewer and utilizes a septic tank.

The City has filed this request on behalf of the owner of the property, who is opposed to being within the corporate limits of the City of Joplin. The property does not have right of way frontage within the City and is the only property in this subdivision within City Limits.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs explained to the commissioners the background on this case. Dr. Rosenberg asked if the owner was aware they would lose City services. Mr. Bellairs stated that the owner was aware. Mr. Kimble asked why the owner was not in attendance. Mr. Bellairs stated that the City was applying and representing this case on behalf of the owner. Mr. Bellairs confirmed to the Commissioners that the property was one acre.

PUBLIC COMMENT;
There was no comment in favor or opposition of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2024-250
Planning & Zoning Commission recommends approval for Case 053-23 (7 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: December 11, 2023
City Council Meeting: January 2, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Deannexation

CASE 053-23 A request to voluntarily deannex property from the City of Joplin

LOCATION 3031 N Arizona Ave

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Single-Family	Approximately 1 acre

DISCUSSION

The subject property was annexed into the City in 2022 as one of the conditions of an out-of-town sewer agreement. The property never connected to the City's sanitary sewer and utilizes a septic tank.

The City has filed this request on behalf of the owner of the property, who is opposed to being within the corporate limits of the City of Joplin. The property does not have right of way frontage within the City and is the only property in this neighborhood within City Limits.

Staff recommends approval of Case 053-23.

ENCLOSURES
- Map of area to be deannexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR DEANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the deannexation of said land from the City of Joplin, Missouri.

Kristy Carson

3031 N Arizona Ave 64801

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 20th day of December 2023, before me appeared Kristy Carson, a single person, to me known to be the person described in and who acknowledged that he/she executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

Notary Public Rachel Holcomb

My commission expires: April 6, 2024

Rachel Holcomb
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Newton County
COMMISSION # 16487402
MY COMMISSION EXPIRES: April 06, 2024

Deannexation Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only

Case No.: 053-23
Filing Fee: $0.00
Received: 11/9/23
Proj. No.: _____

Please complete the following information as it pertains to the requested deannexation property. If you own more than one parcel in which you are requesting deannexation, you will need to complete this form for each parcel of property.

Owner Name: Harold Cupp / Kristy Carson Phone No. 417-825-5086 (Kristy Carson) - Daughter

Email: _____

Applicant Name: City of Joplin Phone No. 417-624-0820 ext 1511

Email: tbellair@joplinmo.org

Mailing Address: 602 S Main St

Deannexation Property Address: 3031 N. Arizona Ave

Present Use of Property: Single-Family Residence

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: 1

Duplex residences: -

Triplex residences: -

Apartment house residences: -

Apartment complex units: -

Number of future occupiable:

Single-family residences: -

Duplex residences: -

Triplex residences: -

Apartment house residences: -

Apartment complex units: -

Name of water provider, or list 'well': well

Name of sewer provider, or list 'septic': Septic

Commercial Information (if no present commercial use, you may skip this section.)

Business #1

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

Business #2

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

REQUIRED DEANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR DEANNEXATION PETITION*******

Please complete the following information as it pertains to the requested deannexation property. If you own more than one parcel in which you are requesting deannexation you will need to complete this form for each parcel of property.

Property Owner Name: Harold Cupp/Kristy Carson **Telephone Number:** 417-825-5086

Property Address: 3031 N Arizona Ave

1. **Is the deannexation the result of an out-of-town sewer agreement?** X **Yes** _____ **No**
2. **Is this property residential property?** X **Yes** _____ **No**
3. **Are there any businesses located on this property?** _____ **Yes** X **No**

If yes, how many businesses are located on this property? _____

Please list the following information for each business located on the property:

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ **Yes** _____ **No**

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

Are there residential living units on the property that are occupied or capable of being occupied? ___X___Yes _____No

If Yes, how many
Single-family house(s) ___1___Amount
Duplex(s) _____Amount
Tri-plex(s) _____Amount
Apartment House(s) _____Amount
Apartment Complex(s) _____Amount

Do you plan to build residential living units on the property _____Yes ___X___No

If Yes, how many
Single-family house(s) _____Amount
Duplex(s) _____Amount
Tri-plex(s) _____Amount
Apartment House(s) _____Amount
Apartment Complex(s) _____Amount

Are (or Will) the living unit(s) be on a well ___Y___Yes _____No
If NO, please furnish the name of the water company _____

Are (or Will) the living unit(s) have a septic system? ___X___Yes _____No
If NO, please furnish the name of the municipal sewer system _____

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____Yes _____No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____Yes _____No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____Yes _____No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____Yes _____No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____Yes _____No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____Yes _____No

MMENTS

Case 053-23: Deannexation

3031 N Arizona Ave-De-annexation-A request to De-annex property from the Corporate Limits of the City of Joplin-City of Joplin

Tyler Bellairs represented the City of Joplin. The property was annexed in 2022. The owners had out of town sewer agreement. Mr. Bellairs stated the owners had never connected to sewer and roads are not designed to city standards. The owners do not wish to be annexed. There is a lack of infrastructure. They are on septic and well water.

Mr. Rosenberg asked who requested the De-annexation.
Mr. Bellairs stated the owners.

Mr. Kimble stated that in the past when no one was in attendance wasn't the item tabled.

Mr. Bellairs stated the City was the applicant.

Ms. Phillips stated the property was annexed in March 2022.

Mr. Bellairs stated the annexation would not have been voluntary.

Mr. Kimble asked if the property was one acre.

Mr. Bellairs stated yes, and the owner had an out-of-town sewer agreement.

Mr. Landis stated he believed the City was doing due diligence but the land owners did not want to be annexed in.

Mr. Bellairs stated at one time the resident wanted to annex.

Mr. Rosenberg asked Mr. Bellairs if the resident was aware they would lose fire and police protection.

Mr. Bellairs stated yes.

Mr. Kimble asked if there was any one to speak in favor of Case 053-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 053-23.

There were none.

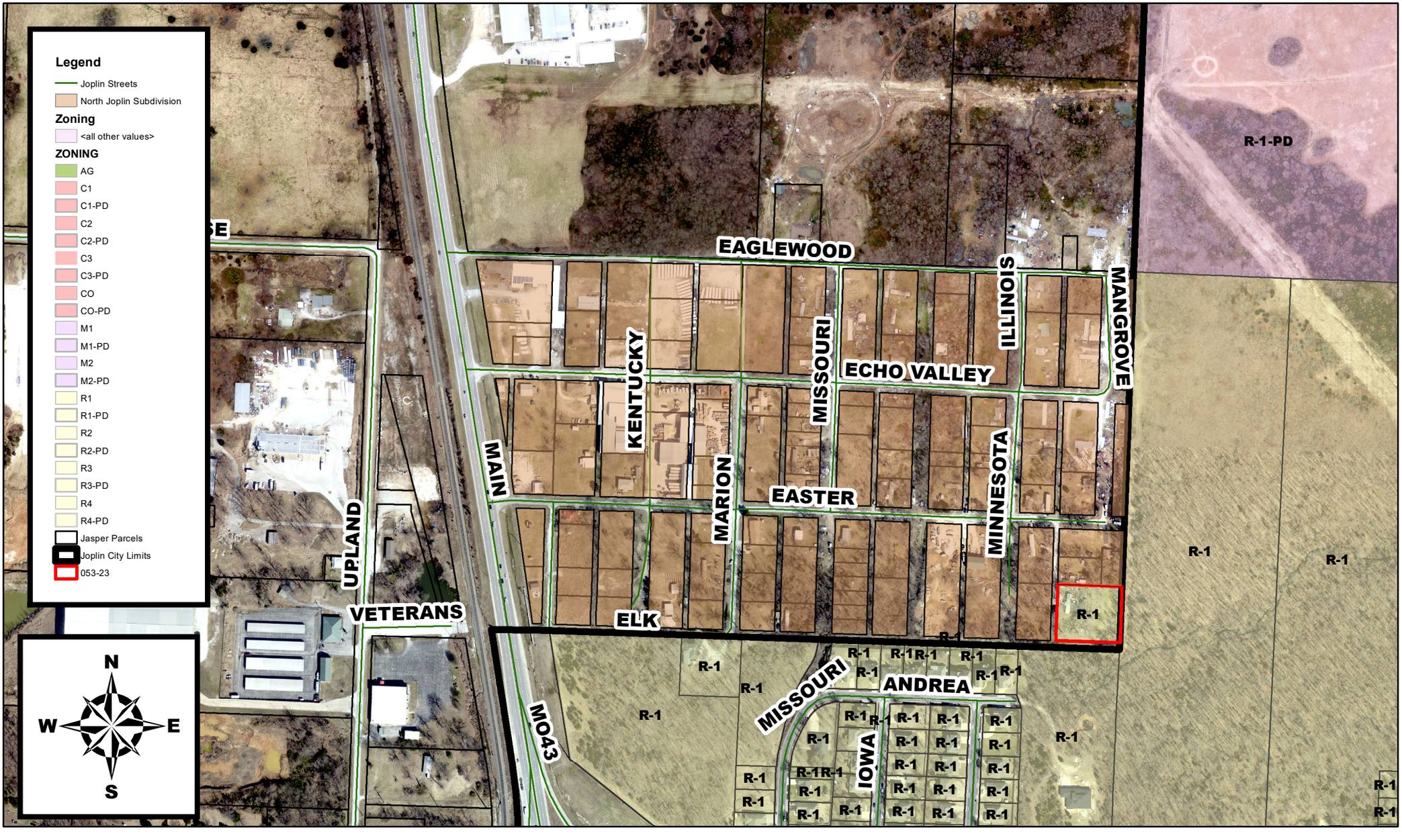
MR. JACKSON MOVED THAT CASE 053-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 053-23: Deannexation



3031 N Arizona Ave – Deannexation - A request to Deannex property from the Corporate Limits of the City of Joplin - City of Joplin

Case 053-23: Deannexation



3031 N Arizona Ave - Deannexation - A reqiest to Deannex property from the Corporate Limits of the City of Joplin - City of Joplin

0 145 290 580 870 1,160 Feet

P & Z Case 053-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-250 ORDINANCE NO.

AN ORDINANCE approving the deannexation by the Council of the City of Joplin, Missouri, of property generally located at 3031 N Arizona Ave.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting deannexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, the proposed deannexation has been brought within five years of the date of the annexation ordinance.

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said deannexation; and,

WHEREAS, having held a Public Hearing concerning the proposed deannexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the deannexation is reasonable and necessary to the proper development of the City of Joplin; and,

WHEREAS, having received no written objections to the proposed deannexation within fourteen (14) days after the Public Hearing.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the following described tract of land be and the same is hereby deannexed from the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All of Lots Numbered Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), in North Joplin Addition located on the North Half (N ½) of the Southwest Quarter (SW ¼) of Section Twenty-Six (26), Township Twenty-Eight (28), Range Thirty-Three (33), Jasper County, Missouri.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
DECEMBER 18, 2023
MEETING MINUTES

CALL TO ORDER

The December 18, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Charles Copple.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Anthony Monteleone, Gary Shaw, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Swearing in of Anthony Monteleone by Municipal Judge John Podleski

Missouri American Water Lead Service Line Replacement Program

Matt Barnhart and Susan Harris from Missouri American Water presented.

Broadband Deployment Status Update

The following were present for the update:

James Pittman Alvarez & Marsal
Tim Arbeiter A&M team / Finley Engineering
Jack Schaler A&M team / Olsson
Lee Davenport US Ignite

Semi-Annual Capital Improvement Oversight Committee Report

Leslie Haase and Lori Haun presented.

Sunnyvale Improvements

Dan Johnson, Director of Public Works presented.

Special Projects Update

Nick Edwards, City Manager presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

If you haven't made it out to the Holiday Tree Trail at Mercy Park hosted by Joplin Parks and Recreation, there's still time to go and view all the creatively decorated trees. The Tree Trail is open every night until 10 p.m. through December 31. And guests are encouraged to vote for their favorite tree through December 20. Joplin Parks and Rec added a few special surprises along the trail this year, so we invite everyone to enjoy this fun holiday display.

Well, the holidays are upon us and I wanted to remind everyone that City offices will be closed on Monday, December 25, and Monday, January 1 for the Christmas and New Year's holidays. This also includes MAPS and the Recycling Center.
Since these holidays both fall on Monday, residential trash and curbside recycling service will shift one day back through the week, using Saturday to pick up Friday service.
Also, the holiday will move the next Council meeting to Tuesday, January 2.

The City's Leaf Pick-Up Program is ongoing, and residents can utilize a progressive map to track when crews will be in their area. The Leaf Pick-Up map can be found at www.joplinmo.org/leafpickup

By viewing this online map, citizens can better prepare for crews' arrival to pick up their leaves. For questions, please refer to this website or call the Public Works Center at 417-624-0820, ext. 1566.

So in about a week or so, residents may be taking down their Christmas tree and wondering what to do with it. Well, they can drop it off at one of the City's three collection points for discarded, natural (live) Christmas trees starting December 26. Citizens should bring their tree, completely stripped of all decorations, and place it near the "Christmas Tree Drop-Off" sign posted at one of the following locations:

- Humphrey Park on Utica Street in the Royal Heights area;
- McIndoe Park at Glendale Road and Jackson Avenue – place trees in southwest corner of parking lot;
- Public Works Center at 1301 West 2nd Street.

The City will be accepting these trees through January 31. People are welcome to pick up the discarded trees at these locations for use in establishing fish habitats. City staff will take the remaining trees to the City's processing site to be chipped.
When discarding other holiday items, please remember Joplin Recycling Center accepts many of these items including gift wrapping, paper boxes, bottles, cans, greeting cards, and cooking oil.

The Center is located at 1310 West A Street. Hours are Tuesday and Thursday from 12 noon to 6 p.m. and Wednesday, Friday, and Saturday from 9 a.m. to 3 p.m. The Recycling Center will be closed on Saturday, December 23, through Christmas Day, and Saturday,

December 30, through New Year's Day. The Center is always closed on Sundays. For more information, call 417-624-0820, ext. 1501.

CITIZEN REQUESTS AND PETITIONS

Mary Breedlove spoke regarding an idea for the new police station.

Brian Evans spoke on Joplin City Government Ordinances and Joplin Government's Representation of citizens.

Mary Price spoke on budgets and fiscal accountability.

Frank Thompson requested to speak on responsibility and accountability.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0.

Minutes Of the December 4, 2023, City Council Meeting

COUNCIL BILL NO. 2023-291 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St. **Ordinance No. 2023-207.**

COUNCIL BILL NO. 2023-292 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and including in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 524 W 5th St. **Ordinance No. 2023-208.**

COUNCIL BILL NO. 2023-293 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) property as described below and located approximately 190 ft. west from the intersection of 16th Street and Picher Ave. **Ordinance No. 2023-209.**

COUNCIL BILL NO. 2023-294 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District C-2 (Central business) property as described below and located at 216 E 12th St. **Ordinance No. 2023-210.**

COUNCIL BILL NO. 2023-295 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St. **Ordinance No. 2023-211**.

COUNCIL BILL NO. 2023-296 - AN ORDINANCE providing to vacate a 10' utility easement, lying on property described as the SW Corner of S Montana Pl and E 24th St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2023-212.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-158

Mr. Stinnett introduced Council Bill No. 2023-158 - AN ORDINANCE approving an agreement with Joplin Industrial Electric Co., Inc. in the amount of One Million Ninety-Four Thousand Five Hundred Thirty-Four Dollars and Fifty Cents ($1,094,534.50) for Joplin WWTF's SCADA Upgrades and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2023-158 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: Farnham, 1. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-213**.

COUNCIL BILL NO. 2023-159

Mr. Cortez introduced Council Bill No. 2023-159 - AN ORDINANCE approving an agreement with Latasha Vick to provide sanitary sewer to property located at 1901 Crow Rd., authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-159 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham Lawson, Monteleone, Shaw, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-214**.

Dr. Farnham left the meeting at this time.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-407

Mr. DeTar introduced Council Bill No. 2023-407 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-407 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-407.

COUNCIL BILL NO. 2023-408

Mr. Cortez introduced Council Bill No. 2023-408 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-408 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-408.

COUNCIL BILL NO. 2023-542

Mr. Copple introduced Council Bill No. 2023-542 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2023-542 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, and Williams, 7. Nays: Monteleone, 1. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-542.

COUNCIL BILL NO. 2023-614

Mr. Copple introduced Council Bill No. 2023-614 - AN ORDINANCE amending Article II. - Park Rules and Regulations. Motion by Mr. Copple, second by Ms. Williams that subsection L be amended to state that Director regulation with Council approval be enacted on this ordinance. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2023-614 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-614.

COUNCIL BILL NO. 2023-615

Mr. Copple introduced Council Bill No. 2023-615 - AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-615 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Monteleone, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Farnham, 1. The Bill was read as Council Bill No. 2023-615.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 8:36 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-407 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 18, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2023 Community Development Block Grant funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B23MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2023 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
Coordinated Entry Agreement
CB 2023-407 Ordinance

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2023 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2024 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2023 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Tammy Walker	Oversight and Reporting
Shonna Greninger	Housing Resource Coordinator
April Crossno	Housing Case Manager

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2024 and end on the 31st day of December of 2024.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-23-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Ryan Peterson
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801

Phone: (417) 624-0820	Phone: 417 781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28;
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour

and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons

residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2024

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Officer
Director of Planning, Development, and Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: Ryan Peterson, Chief Executive

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____John Joines _____and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2023-407 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2023 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a _____vote.

_____
Douglas L. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-408 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
December 18, 2023

REVIEWED BY
Director of Planning, Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, Assistant City Manager – Tony Robyn City Manager – Nick Edwards

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2023 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B23MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2023 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2023-408 Ordinance
2023 Homeless Coalition Agreement

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2023 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2024 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2023 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2024 and end on the 31st day of December of 2024.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-23-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1601 S. Wall Avenue
Joplin, Missouri 64801	Joplin, Missouri 64804
Phone: (417) 624-0820	Phone: 417-782-9899
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this

contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the

CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in

violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood

insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2024

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2023-408 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2023 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a _____vote.

_____
Douglas L. Lawson, Mayor

ATTEST:

_____ Holly
Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-614 – amending Article II. -Park Rules and Regulations in the Joplin City Code of Ordinances

MEETING DATE
December 4, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-614 Ordinance; Exhibit "A" Park Rules and Regulations revisions and additions to the Joplin City Code of Ordinance

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill looks to amend Chapter 86, Article II, Park Rules and Regulations. These include Section 86-31 Applicability and enforcement, Section 86-33 Hours, Section 86-34 Use of picnic areas, Section 86-35 Use of designated paths and drives, Section 86-36 Unauthorized sales, Section 86-42 Protection of birds, and Section 86-44 Erection of tents or other structures.

This Council Bill also looks the addition of new rules and regulations to Chapter 86, Article II, Park Rules and Regulations. These include Section 86-47 Unauthorized sleeping, camping, or long-term shelters, Section 86-48 Restrooms and washrooms, Section 86-49 Discarding refuse and trash, Section 86-50 Use of mobility aids, Section 86-51 Metal detectors and geocaching, and Section 86-52 Special use permit.

BACKGROUND
The Parks and Recreation Department is currently reviewing all operations within every division, which obviously includes our rules and regulations. It is key to review such policies to make sure we are current with the ever-changing trends in the parks and recreation field and the needs in our community. These revisions and additions were presented at the November 2023 Park Board, with an approved motion to recommend these changes.

FUNDING SOURCE
This has no effect on the current budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

AMENDED COUNCIL BILL NO. 2023-614 ORDINANCE NO.

AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Section 86-33 – Hours is hereby repealed, and a new Section 86-33 – Hours is enacted in lieu thereof as follows:

"Section 86-33 – Hours.

The City parks and parking lots used in conjunction therewith shall be closed to the public and no persons or vehicles shall be within the City parks or on parking lots used in conjunction therewith during the following periods of time, except as authorized in writing by the director of parks and recreation. All City parks and parking lots used in conjunction therewith shall be closed to the public from 10:00 P.M. to 6:00 A.M. The director of parks and recreation may close all or portions of any City park or parking lot used in conjunction therewith at any time if the director finds that doing so is necessary to protect the public health, safety, or welfare. It shall be unlawful for any person to enter or remain in a closed City park or any closed portion thereof."

Section 2. That Section 86-34 – Use of picnic areas is hereby repealed, and a new Section 86-34 – Use of park is enacted in lieu thereof as follows:

"Section 86-34 – Use of park.

(a) *Use of picnic areas*.

(1) *Use generally*. The director shall have the authority to regulate the activities in such picnic areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.

(2) *Availability*. It shall be unlawful for any person in a park to violate the regulation that use of the individual fireplaces together with tables and benches follows generally the rule of "first-come, first-served," except in those cases where prior reservations have been made with the director.

(3) *Nonexclus*ivity. It shall be unlawful for any person in a park to use any portion of the picnic areas or any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons, or to use such area and facilities for an unreasonable time if the facilities are crowded, except in those cases where prior reservations have been made with the director.

(4) *Duty of picnicker*. It shall be unlawful for any person in a park to leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers,

cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

(b) *Use of designated paths and drives*. It shall be unlawful for any person to enter or leave any public park except by the walks, paths or drives provided therefor, or to drive any animal or vehicle anywhere in the park except in the drives provided therefor.

(c) *Permit*. A permit shall be obtained from the director before participating in any special use or activity in a park. A list of such uses and activities shall be kept on file in the office of the parks and recreation department."

Section 3. That Sections 86-36 – Unauthorized sales, 86-37 – Fortunetelling or games of chance, 86-38 – Intoxicating liquor prohibited; exceptions, 86-39 – Bathing or depositing articles in water, 86-40 – Unattended animals and vehicles, 86-41 – Protection of grass, 86-43 – Fires, 86-44 – Erection of tents or other structures, 86-45 – Public gatherings, and 86-46 – Launching inboard motor watercraft from park property are hereby repealed, and a new Section 86-36 – Prohibitions is enacted in lieu thereof as follows:

"Section 86-36 – Prohibitions.

(a) *General disfiguration and removal*. It shall be unlawful for any person in a park to mark, deface, disfigure, injure, tamper with or displace or remove, any building; bridges; tables; benches; fireplaces; railings; paving or paving material; water lines or other public utilities or parts or appurtenances thereof; signs, notices or placards, whether temporary or permanent; monuments; stakes; posts; or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(b) *Injury, removal of natural features*.

(1) *Trees, shrubbery, lawns*. It shall be unlawful for any person in a park to damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds of, any tree or plant. Nor shall any person attach any rope, wire, or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.

(2) *Removal, excavation of natural resources*. It shall be unlawful for any person in a park to dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting, or other means or agency, except by specified written permit issued hereunder.

(c) *Climbing trees, monuments, etc.* It shall be unlawful for any person in a park to climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences, sculptures, or upon any other property not designated or customarily used for such purposes. It shall be unlawful to tie or tether any object, including but not limited to hammocks and slacklines, to a tree, monument,

vases, fountains, railings, fences, goal posts or any other park fixture or natural feature. This section shall not prohibit the attachments of hammocks and slacklines to installed posts upon which signage indicates that the posts are for the placement of hammocks and slacklines.

(d) *Protection of animals and wildlife*. It shall be unlawful for any person to shoot at, catch or disturb any animals or wildlife belonging to, preserved or being in or about any public park, or to touch or destroy any habitat that animals and wildlife occupy.

(e) *Fires*. It shall be unlawful for any person in a park to build or attempt to build a fire except in such area and under such regulations as may be designated by the director. No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park area or on any highway, road or street abutting or contiguous thereto.

(f) *Discarding refuse and trash*. It shall be unlawful for any person in a park to bring or have brought in or to dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash on park property. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided; where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

(g) *Water pollution, contamination*. It shall be unlawful for any person in a park to throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer, or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution, discoloration or contamination of said waters.

(h) *Restrooms and washrooms*. It shall be unlawful for any person in a park to fail to cooperate in maintaining park restrooms and washrooms in a neat and sanitary condition.

(i) *Erection of structures*. It shall be unlawful for any person in a park to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across park lands, except or special written permit issued hereunder.

(j) *Metal detectors and geocaching*. It shall be unlawful to use metal detectors in a park without a permit. It shall be unlawful to place and leave caches or other containers for the purpose of geocaching or treasure hunting in a park without a permit.

(k) *Swimming and bathing*. It shall be unlawful for any person in a park to swim, bathe or wade in any waters or waterways in or adjacent to any park, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are herein set forth or may be hereafter adopted. The director is authorized to establish rules for areas designated for swimming and bathing. It shall be unlawful for any person to fail to comply with posted rules at a designated swimming or bathing area.

(l) *Boating*. It shall be unlawful for any person in a park to bring into or operate any boat, raft or other water craft, whether motor-powered or not, upon any waters or waterways in or adjacent to any park, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are herein set forth or may be hereafter adopted. The director is authorized to establish rules for areas designated boating, subject to approval by the City Council. It shall be unlawful for any person to fail to comply with posted rules at a designated boating area.

(m) *Intoxicating liquor prohibited; exceptions*. No intoxicating liquor shall be sold or given away, or be brought into, used or drunk within any of the City Parks, except as provided by section 10-18 of this Code of Ordinances and that alcoholic beverages — beer only, may be sold by the City of Joplin upon the premises of Schifferdecker Golf Course for consumption thereon. Nothing herein shall be construed to, in any way, allow any person to bring intoxicating liquor or alcoholic beverages of any type whatsoever onto the golf course other than that which is purchased on the golf course premises from the city licensee.

(n) *Merchandising, advertising, and signs*.

(1) *Advertising generally*. It shall be unlawful for any person in a park to announce, advertise or call the public attention in any way to any article or service for sale or hire. An exception shall be granted to any regularly licensed concessionaire acting by and under the authority and regulation of the director, or pursuant to and in compliance with a permit.

(2) *Vending and peddling*. It shall be unlawful for any person in a park to expose or offer for sale any article or thing, or to station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. An exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the director or pursuant to and in compliance with a permit.

(3) *Posting signs*. It shall be unlawful for any person in a park to paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, or to erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park.

(o) *Public gatherings*. It shall be unlawful for any person to conduct any organized activity or event involving more than 30 persons without a permit.

(p) *Penalty*. Any person having been found guilty of any violation of this section shall be punished as provided in section 1-5 of this Code of Ordinances."

Section 4. That a new Section 36-37 – Camping is enacted as follows:

"(a) Purpose. The purpose of this chapter is to prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by prohibiting camping and storage of personal property on public property, which interferes with the rights of others to use the area in the manner for which it is intended.

(b) Definitions. The following definitions are applicable to this Section:

"Available overnight shelter" means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. "Available overnight shelter" also includes a hotel or motel that is made available to an individual experiencing homelessness at no charge.

"Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

"Camp facilities" include, but are not limited to, tents, huts, temporary shelters.

"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks or cooking facilities or equipment.

"Park" means any publicly owned area controlled by the City or other governmental entity for park purposes. "Park" also includes all associated areas, including parking lots for parks.

"Public property" means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space, including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Street" means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in the City open as a matter of right to public pedestrian and vehicular travel.

(c) Unlawful camping or storage of personal property in public places. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

(1) Any park; or

(2) Any street; or

(3) Any public property, improved or unimproved.

(d) Penalty. Any person having been found guilty of any violation of this section shall be punished as provided in section 1-5 of this Code of Ordinances.

(e) Enforcement. A violation of this Section shall be enforced as follows:

(1) Prior to issuing any citation or arrest pursuant to this Section, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance

with relevant department policy, there is available overnight shelter to accommodate the subject of the investigation. If the officer determines there is no available overnight shelter, the officer shall not issue a citation.

(2) If the officer determines there is available overnight shelter, the officer shall provide directions to the shelter location.

(3) Any individual who refuses to accept the shelter space offered is subject to citation or arrest pursuant to this Section."

Section 5. That a new Section 36-38 – Use of mobility aids is enacted as follows:

"Section 36-37 – Use of mobility aids.

(a) *Use of mobility aids*. Individuals with mobility disabilities are permitted to use wheelchairs and manually powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices, designed for use by individuals with mobility disabilities in any area open to pedestrian use. Individuals with mobility disabilities are permitted to use power-driven mobility devices in any area open to pedestrian use in a park unless the director adopts a regulation pursuant to this section.

(b) *Regulations on use of power-driven mobility aids*. The director is authorized to establish regulations related to the use of a power-driven mobility device if the director determines that a particular power-driven mobility device cannot be operated in accordance with legitimate safety requirements. In determining whether to adopt a regulation related to the use of a power-driven mobility device in a specific park, the director shall consider:

(1) The type, size, weight, dimensions, and speed of the device;

(2) The park's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);

(3) The facility's design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);

(4) Whether legitimate safety requirements can be established to permit the safe operation of the power-driven mobility device in the specific facility; and

(5) Whether the use of the power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with federal land management laws and regulations.

A regulation adopted pursuant to this section shall be posted in the applicable park, the director's office and on the city's website.

(c) *Compliance with regulations required*. It shall be unlawful to use a power-driven mobility device in violation of a regulation adopted by the director."

Section 6. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-615 – amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules in the Joplin City Code of Ordinances

MEETING DATE
December 18, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-615 Ordinance; Exhibit "A" Trail Rules revisions and additions to the Joplin City Code of Ordinance

REVIEWED BY
Department Head: Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nick Edwards

SUMMARY
This Council Bill looks to amend Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules. These include the revision of "Hours of Operations" for trails and the addition of "Electrically-assisted pedal powered cycle on designated trails".

BACKGROUND
The Parks and Recreation Department is currently reviewing all operations within every division, which obviously includes our rules and regulations. It is key to review such policies to make sure we are current with the ever-changing trends in the parks and recreation field and the needs in our community. These revisions and additions were presented at the November 2023 Park Board, with an approved motion to recommend these changes.

FUNDING SOURCE
This has no effect on the current budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2023-615 ORDINANCE NO.

AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Section 86-200 – Trail rules is hereby amended as follows:

"Section 86-200 – Trail rules.

(a) *Purpose.* To allow all users of the Joplin Parks and Recreation Trails system to enjoy safe and courteous use of the system.

(b) *Restrictions on trail use.* The following restrictions apply to all trails built or maintained by Joplin Parks and Recreation Department.

(1) *Hours of operation.* [~~Trails shall be open from sunrise to sunset except those trails located in Campbell Parkway which shall be closed from 11:00 p.m. to 5:00 a.m. from April 1st through October 31st and from 8:00 p.m. to 5:00 a.m. from November 1st through March 31st.~~] **The City trails and parking lots used in conjunction therewith shall be closed to the public and no persons or vehicles shall be within the City trails or on parking lots used in conjunction therewith during the following periods of time, except as authorized in writing by the director of parks and recreation. All City trails and parking lots used in conjunction therewith shall be closed to the public from 10:00 P.M. to 6:00 A.M. The director of parks and recreation may close all or portions of any City trail or parking lot used in conjunction therewith at any time if the director finds that doing so is necessary to protect the public health, safety, or welfare. It shall be unlawful for any person to enter or remain in a closed City trail or any closed portion thereof.**

(2) *Motorized vehicles restricted.* No person shall operate any motorized vehicle of any type whatsoever upon any Joplin Trail or rail corridor at any time, including, but not limited to: automobiles, trucks, farm or agricultural vehicles, motorcycles, motorbikes, motor-scooters, go-carts, golf carts, snowmobiles, motorized bicycles, motorized skateboards, mopeds or all-terrain vehicles. The following vehicles and uses are exempted from this prohibition: government maintenance vehicles, ambulance, law enforcement, fire or other emergency vehicles will be allowed to enter onto Joplin trails in the course of carrying out their official duties.

(3) *Allowed uses.* Bicycles, running, walking, skates, skateboards, nonmotorized scooters, and baby strollers are allowed on all trails at all times unless specifically prohibited and posted otherwise. All trail users will travel at safe speeds at all times. Bicyclists shall sound a warning prior to passing anyone.

(4) *Right-of-way.* In areas of mixed use, i.e., bicycles and pedestrians, bicycle or other wheeled traffic is to yield to pedestrians. All users should keep to the right except to pass.

(5) *Fires prohibited.* Fires are prohibited at any location and at all times within the rail corridor, trails, trail easements or trail facilities, including, but not limited to, parking areas, trail shoulders and borders, bridges and structures.

(6) *Trespass prohibited.* It is prohibited to trespass from trails onto adjacent private lands.

(7) *Stop required.* Trail users shall stop at all road and driveway crossings and yield to any motorized traffic, except where the trail or rail corridor takes precedence over a driveway crossing, in which case driveway users shall yield to trail or corridor users. Trails and highways will be posted with informational signs designating intersections.

(8) *Dogs on leashes.* Dogs on trails must be leashed at all times. Pet owners shall remove all waste.

(9) *Disorderly conduct prohibited.* Disorderly conduct of any kind is prohibited on the rail corridor and trails properties. Disorderly conduct includes, but is not limited to, making any coarse, annoying, derisive or obviously offensive utterance, gesture or display which tends to incite an immediate breach of the peace. Also, fighting, littering or abandonment of private property, making excessive or amplified noise that would tend to disturb the peace and quiet of adjacent residents or occupants, or any other activity that deliberately infringes on the ability of others to use or enjoy the trail or trails facilities.

(10) *Hazardous activities prohibited.* Hazardous activities of any kind are prohibited on the trails properties. Hazardous activities are defined as those activities, which might constitute or contribute to a hazard to the safety of any person. Such activities include, but are not limited to, use of fireworks or other explosives, use of remote-controlled craft, and sledding. Exceptions or additions to these restrictions may be made in specific locations or circumstances.

(11) *Vandalism prohibited.* Vandalism, property damage or removal of resources from facilities is prohibited on any trails property. It is unlawful to remove, damage, deface, mutilate or destroy any structure, poster, sign, marker, fence, gate furniture, vegetation, rock, or any object of scientific or historic value or interest.

(12) *Wildlife protected.* Wildlife is protected on all rail corridor and trails properties. Hunting, trapping, chasing, molesting, harming, removing, killing or otherwise disturbing wildlife on the trails is prohibited at all times and under all circumstances. Damaging or destroying the habitat of any species of wildlife is prohibited. Removing or destroying, native plants, bird or reptile eggs is prohibited. Nothing in this section shall prohibit trapping for research, management and monitoring purposes.

(13) *Littering and waste disposal prohibited.* Any disposal, depositing or abandonment of trash, garbage, grass cuttings, brush, tree limbs and branches, yard wastes, litter, waste paper, waste food products, human or animal wastes, toxic materials, oil and other mechanical waste products, animal parts, fire ash or other combustion byproducts, or other waste products on trails other than in designated containers and locations is prohibited.

(14) *Glass beverage containers prohibited.* No person shall use or possess any glass container for beverages upon any trail of the city.

(c) *Electrically-assisted pedal powered cycle on designated trails*.

(1) For purposes of this section, the following definitions apply:

"Cycle" shall mean any device upon which a person may ride; propelled by human power, having two (2) or more wheels, excluding wheelchairs.

"Electrically-assisted pedal powered cycle" is defined as a device weighing less than one hundred twenty-five (125) pounds, having two (2) or more wheels that are a minimum of sixteen (16) inches in diameter with fully operable pedals upon which a person may pedal the cycle, propelled by human power with the assistance of an electric motor of less than seven hundred fifty (750) watts or one horsepower (1 h.p.), whose maximum speed on a paved level surface, when powered solely by such a motor, is less than twenty (20) miles per hour.

(2) Rules applicable to electrically-assisted pedal powered vehicles are:

a. No person shall operate an electrically-assisted pedal powered cycle on a city trail or in a city park at speeds greater than fifteen (15) miles per hour; and

b. It shall be unlawful to operate an electrically-assisted pedal powered cycle on a city trail in a careless and imprudent manner."

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM

Council Bill 2024-100 – is a purchase agreement between the City of Joplin and Trapeze Software Group Inc. d.b.a. TripSpark Technologies (TripSpark), for the purchase of Software License and Maintenance Agreement for Transit Scheduling Software, and containing an emergency clause.

MEETING DATE

January 2, 2024

ORIGINATING DEPT

Public Works – Metro Area Publictransit System (MAPS) Division

ATTACHMENTS

CB2024-100 Ordinance; Software License & Maintenance Agreement

REVIEWED BY

Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; City Manager, Nicholas Edwards

SUMMARY

This Council Bill approves purchase agreement by and between the City of Joplin and Trapeze Software Group Inc. d.b.a. TripSpark, for the purchase of transit scheduling Software License and Maintenance services for MAPS and for the Sunshine Lamp Trolley. The total purchase price is One Hundred Ninety-Five Thousand, Two Hundred Eighty-Seven and 00/100 Dollars ($195,287.00).

BACKGROUND

Staff conducted a formal bid opening on July 27, 2023, for the purchase of new transit scheduling software for MAPS Transit and the Sunshine Lamp Trolley. One conforming bid was received in the amount of $195,287.00. The Federal Transit Administration will reimburse the City $156,230.00, which is 80% of the cost of the scheduling software. The City budgeted funds for the purchase of new scheduling software in the 2023 budget, but the bid process could not be completed before the end of FY2023.

FUNDING SOURCE

This item includes a budget amendment for transportation sales tax, specifically MAPS.

RECOMMENDATION

City staff recommends adoption of the Council Bill 2024-100 on an emergency basis, being an ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately in order to complete the purchase within funding time limitations.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. d.b.a. TripSpark Technologies ("TripSpark"), with a place of business at 5265 Rockwell Drive Ne, Cedar Rapids, Iowa 52402, U.S.A.

And

CITY OF JOPLIN ("Licensee") with its principal place at business at 123 S Main St., Joplin, Missouri 64801, U.S.A.

Notice Information:

If intended for TripSpark, to:	If intended for Licensee, to:
1980 Matheson Blvd. Unit D	
Mississauga, Ontario L4W 5N3	
Contact: Legal Department	Contact:
Telephone: 905-629-8727	Telephone:

Number of Pages in this Agreement including attached Exhibits: __

This terms and conditions of this Agreement shall govern all dealings between TripSpark and the Licensee for the purchase of goods and services from TripSpark. This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C) shall apply in place of and prevail over any preceding or subsequent terms and conditions contained or referred to in any of the Licensee's purchase orders, correspondence or elsewhere or implied by trade, custom, practice, or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded. Without limiting the generality of the foregoing, TripSpark will not be bound by any standard or printed terms produced by Licensee. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the goods or services to be provided hereunder, have been made, other than those contained in this Agreement. The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law.

Signed for and on behalf of Trapeze Software Group, Inc.	**Signed for and on behalf of City of Joplin**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

"Agreement"	this Software and Maintenance Agreement effectively made between TripSpark and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
"Confidential Information"	all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public;
"Documentation"	the user documentation and training materials pertaining to the Software as supplied by TripSpark;
"Software"	the certain software as identified in Exhibit A, including all modifications of the Software developed for Licensee under this Agreement;
"Statement of Work"	the specifications for the services to be provided by TripSpark and the Licensee, attached hereto as Exhibit C;
"Trade Secrets"	the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of TripSpark;
"Upgrades"	generic enhancements to the Software that TripSpark generally makes available as part of its long term software support program.

2. Software License In consideration of payments to be made by Licensee to TripSpark as set out below, TripSpark agrees as follows:

(a) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A ("License Date") restricted to the places of business of the Licensee, for the Licensee's own operations, in accordance with the operational characteristics described in Exhibit A and Exhibit B.

(b) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.

(c) Licensee may make one back-up copy of the Software as applicable. Licensee may use the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.

(d) The license to use the TripSpark Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of TripSpark software components. Unless expressly included herein all other access rights to the TripSpark Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Transit Database.

(e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of TripSpark.

(f) Licensee acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Licensee's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Licensee Confidential Information.

3. Software Services In accordance with the terms of Exhibit B and Exhibit C, TripSpark will perform services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training, and additional services.

4. Software Acceptance Upon completing the delivery, installation, and testing of the TripSpark DriverMate Software module on five (5) tablet devices or all other individual Software modules in TripSpark's test environment, TripSpark will notify Licensee in writing. Licensee will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual Software module operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the individual Software module unless TripSpark receives prior written notice outlining the nature of the perceived defects in the individual Software module. Notwithstanding the above, Licensee will be deemed to accept the individual Software module when the Licensee puts the individual Software module into operational and functional use. The individual Software module will be deemed to be in operational and functional use when the Licensee first uses the individual Software module to support its then current operations in any capacity.

5. Software Warranty TripSpark warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. No warranty is provided by TripSpark with respect to the Software or any third party licensed products and third party hardware, including but not limited to tablet devices. Separate warranties may be available from the developer, distributor, or publisher of the third party licensed products.

The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. TripSpark does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

The parties acknowledge and agree, third party sms/messaging services ("Third Party Transaction Services") are provided "as is" and "as available". TripSpark disclaims all representation and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. TripSpark makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Third Party Transaction Services or that such Third-Party Transaction Services will be uninterrupted or error-free.

6. Software Maintenance During any annual support period for which maintenance fees have been paid in full by Licensee:

(a) TripSpark will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;

(b) in the event that Licensee detects any errors or defects in the Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except

North American holidays). Upon registration by Licensee, TripSpark will also provide Licensee with access to its software support website;

(c) TripSpark will post notices of available Upgrades of the Software on its website and copies of the release notes for download. TripSpark will provide Licensee with Upgrades of the Software at no additional license fee charge.

7. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to TripSpark, for the Software license fees, Service fees, Third Party Transaction Services fees, and related expenses as set out in Exhibit B of this Agreement. TripSpark will invoice Licensee for the Software license fees, Services fees, and Third Party Transaction Services fees as set out in and according to Exhibit B of this Agreement. The gross amount of the license fee is set out in Exhibit A of this Agreement. TripSpark will invoice Licensee monthly for the Services provided, in accordance with Exhibit B of this Agreement. The total amounts due for all Service fees, modifications fees, and expenses are firm fixed amounts and will be invoiced on that basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Licensee shall pay annual maintenance fees to TripSpark as provided in Exhibit B (the "Maintenance Fee") of this Agreement. This fee shall be subject to change as set out in Exhibit B of this Agreement. Licensee shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for Software maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise TripSpark of the reasons for disputing the invoice in question. If TripSpark has not received such notification within such timeframe, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

8. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by TripSpark and include trade secrets and other confidential and proprietary information of TripSpark. Licensee shall maintain in confidence and not disclose the same, directly, or indirectly, to any third party without TripSpark's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to TripSpark for which money damages would be inadequate and would entitle TripSpark to injunctive relief and to such other remedies as may be provided by law.

9. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television, or other communications media regarding the work under this Agreement without prior written consent of TripSpark, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding TripSpark without the prior written consent of TripSpark upon such terms as may be agreeable to TripSpark. TripSpark reserves the right to publish the results of the work done under this Agreement.

10. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a pandemic, natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons there for, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

11. Remote Access Licensee shall provide TripSpark with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable TripSpark to monitor the operation of the Software.

12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, TripSpark will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives TripSpark prompt notice of the claim and TripSpark is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by TripSpark, or use of the Software contrary to this Agreement or the Documentation.

13. Limitation of Liability

(a) TripSpark and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) TripSpark does not guarantee the privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

(c) TripSpark will not be liable to Licensee or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including, but not limited to claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited, in the aggregate, to the amount of the license fee paid for the Software product that is the subject of a claim.

(e) TripSpark will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

i) punitive, indirect, incidental, or consequential damages, however arising, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits or revenue, anticipated savings, business opportunity, goodwill, or loss of information or data of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

14. Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency, or similar laws.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(c) Should Licensee fail to pay any amount due under the Agreement, TripSpark reserves the right, in its sole discretion, to remove Licensee's access to the Software without TripSpark's liability or further obligations to Licensee under the Agreement, or otherwise until such time Licensee has met its payment obligations to TripSpark.

(d) Either party may terminate for convenience, in whole or in part, with ninety (90) days written notice.

(e) In the event Licensee terminates this Agreement for any reason, Licensee shall pay TripSpark for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(f) If this Agreement is terminated, Licensee will immediately return to TripSpark all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to TripSpark that all copies or partial copies of the Software, the Documentation and such other materials have been returned to TripSpark or destroyed.

15. Assignment This Agreement, or any of the rights or obligations of TripSpark created herein, may be assigned by TripSpark, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of TripSpark.

16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

17. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfilment by either party after the termination of this Agreement shall survive such termination.

18. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void and does not relate to the payments to be made to TripSpark. If the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

19. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date on which it is delivered if

delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

20. Audits In addition to Section 2 (f) of this Agreement, TripSpark may perform audit(s) on the use of the Software and Documentation. Licensee agrees to make the necessary operational records, databases, equipment, employees, and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

EXHIBIT A
Software

Item	Software	Gross License Fees	License Date
1.	**NovusDR (Core)**	$44,418	Effective date of this Agreement
2.	**Passenger Portal (Core, Trip Booking (Booking and Cancellation))**	$22,976	Effective date of this Agreement
3.	**Notifications (Core, Outbound)**	$21,228	
4.	**DriverMate**	$19,550	Effective date of this Agreement
5.	**Transit Database**	Included	Effective date of this Agreement

Notes:

1. Licenses are provided for operations of up to up to two hundred and forty-nine (249) one way booked trips per day for TripSpark NovusDR (Core), Passenger Portal (Core, Trip Booking and Cancellation), and Notifications (Core, Outbound) Software products, and up to fifteen (15) paratransit vehicles TripSpark DriverMate Software product.
2. Licenses are provided for Software utilization by City of Joplin (Joplin, Missouri).
3. Third Party runtime licenses, if required, are not included.

EXHIBIT B
Summary of Pricing and Payment Schedule

1.0 Application Software

Product	Licenses	Services	Expenses	Discount	Total
Backoffice Software					
Novus DR (Core)	$44,418	$35,476	$6,700	($14,181)	$72,413
Passenger Portal (Core	$8,673	$11,550	$0	($2,769)	$17,454
Passenger Portal Trip Booking (Booking & Cancellation)	$14,303	$1,650	$0	($4,566)	$11,387
Notifications (Core, Outbound)	$21,228	$18,150	$0	($6,777)	$32,601
DriverMate	$19,550	$22,688	$3,800	($6,242)	$39,796
Total USD	**$108,172**	**$89,514**	**$10,500**	**-$34,535**	**$173,651**

Third Party Transaction Services' Fees (USD)

TripSpark Notifications (Core, Outbound) Software requires payment of monthly Third-Party Transaction Services' fees by Licensee based on the number of voice minutes used and SMS messages transacted. Current per-use charges are:

1. Per Voice Minute $0.03
2. Per SMS Message $0.02

Note: Third Party Transaction Services Fees pricing, as identified above, are subject to change without notice. However, email Notifications are not provided by TripSpark's email server, and are the sole responsibility of the Licensee to set up. For clarity, Licensee will not incur additional fees for emails.

2.0 Payment Schedule

Milestones below will be invoiced and due on a per individual Software component basis.

Milestone	Description	Percentages Due
Milestone 1:	Due upon execution of this Agreement	100% of Software license fees
Milestone 2:	Due upon delivery of draft Operational Review document	25% of Services and Expenses
Milestone 3:	Due upon first installation of Software on Licensee's test environment	25% of Services and Expenses
Milestone 4:	Due upon delivery of initial training session	25% of Services and Expenses
Milestone 5:	Due upon Software Acceptance, Section 4 of the Agreement	25% of Services and Expenses

3.0 Long Term Support Maintenance Fees (USD)

Software Maintenance	*Year 1
Novus DR (Core)	$8,884
Passenger Portal (Core, Trip Booking (Booking and Cancellation))	$4,596

Notifications (Core, Outbound)	$4,246
DriverMate	$3,910

EXHIBIT B
Summary of Pricing and Payment Schedule

3.0 Long Term Support Maintenance Fees (USD) (continued)

**Note: ***Year 1 Software maintenance fees only, as identified above. Year 1 is due upon individual Software module acceptance as defined in Section 4 of the Agreement. For all subsequent annual renewals, Software maintenance shall be subject to program availability and then current TripSpark pricing.

General Pricing Assumptions

1. Pricing expires December 31, 2023.
2. Applicable taxes are not included and will be assessed at TripSpark invoicing.
3. Licensee is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
4. SQL must be used for databases for all TripSpark Software.
5. Third party Bing maps will be used and allow for:
   Up to 60 reverse geocode transactions (GetLocationInfo or similar) per hour.
   Up to 200 geocoding transaction sessions or routing requests, all measured as an average over any 24-hour period.
   Additional geocode or reverse geocode transactions will be charged at a cost of $0.01 per transaction. Per transaction pricing is subject to change without notice.
   Third party Bing maps do not allow for Street Routing.

Software Assumptions

NovusDR Assumptions

Data loading will be completed for clients, common locations/landmarks, and client registered addresses.
Training will utilize 'train the trainer" training philosophy.
NovusDR will use third party Bing maps.
Operational Review and Software installation will be performed remotely.

Passenger Portal Assumptions

All Services will be done remotely.
Passenger Portal utilizes Google Maps for client facing address lookup and real time vehicle location display.

Notifications Assumptions

All Services will be performed.
English language only.

Solution Functionality

TripSpark Notifications provides outbound voice callbacks for Trip Reminders and notifications.
TripSpark Notifications provides outbound SMS/Email Trip Reminders and notifications.
Trips can be Confirmed/Cancelled by SMS responses to callback reminders only.
TripSpark Notifications does not provide call center menu functionality.

DriverMate Assumptions

Operational Review and Software Installation will be performed remotely.
Training will utilize 'train the trainer" training philosophy.
Licensee is responsible for providing server hardware, space, power, network connectivity, and a dedicated (always on) high speed internet connection.
Licensee is responsible for providing access to the Xgate server via the internet to support remote troubleshooting/support.

Licensee is responsible for configuration of router/firewall to allow two-way IP based communications with mobile devices.

EXHIBIT B
Summary of Pricing and Payment Schedule

DriverMate Assumptions (continued)

Licensee is responsible for public data network activations and monthly airtime subscriptions for each vehicle.
Licensee is responsible for installing and maintaining in-vehicle tablets.
Licensee is responsible for third party interface fees to any other in-vehicle equipment.

EXHIBIT C
Statement of Work: NovusDR

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources.
Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Licensee. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Data Load & Development
- Training
- User Acceptance Testing
- Go-Live Support

Operational Review

The operational review will involve a series of meetings and conference calls with Licensee's project team to discuss the business requirements.
The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Licensee may be able to use
- Review the Scope of Work and finalize project timelines and the project plan
- Review application functionality
- Current operational environment (policies/procedures) as they relate to the trip booking, scheduling, and dispatching processes.
- Testing and Training requirements

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties. The TripSpark Project Manager (PM) will coordinate a meeting with the Licensee's project team to review the initial responses to the Operational Review Document within five (5) days of delivery by TripSpark.

Software Installation and Configuration

TripSpark will install the Software remotely on the Licensee's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Data Load & Development

During the training process, ancillary data will need to be developed so that the Software will function in accordance with the Operational Review Document. This will confirm that all required elements are present and

configured as outlined in the Operational Review Document. Licensee will be responsible for developing this data, with the supervision of the TripSpark technical expert.
Importing data can be done via import scripts. The Software has an integrated Client Import Job and Location Import Job which allows Licensee to import their client and location data into the Software. The import files must be in CSV file format in TripSpark's required format. However, the format is fairly flexible and as long as the data is in good shape the import process is relatively simple.

Data development will be required under the following categories:

- Client Registration
- Eligibility
- Booking
- Pricing
- Organizations
- Services
- Runs
- Scheduling
- Employees
- Vehicles

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) days of Booking and Scheduling Training
- Up to four (4) days of Operations Training
- Up to one (1) day of Training in the Administrative functions of the Software.
- Up to two (2) days of Standard Report Training

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Licensee is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripspark.com, as described in our standard support documentation.

Licensee's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

User Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions as specified in the Documentation.

TripSpark's estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

Go-Live

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Licensee will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of NovusDR at Licensee. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Licensee's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.
- Acting as a single point of contact at TripSpark, managing deliverables, running weekly conference calls, and managing documentation
- Issue escalation and resolution plans

Licensee Resource Responsibilities

If Licensee causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Licensee additional services fees, which shall be the responsibility of the Licensee.

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all of the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions.

Resource	Description	Time Dedication	Tasks
			o Coordinate completion of data development. o Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). o Participate in System Administration training o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where NovusDR and NovusDR databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

This implementation can be completed within approx. four (4) months from the kickoff call with Licensee. During the operational review, a project plan will be prepared for each Software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- Bing maps will be used within the core algorithm for routing and scheduling purposes and consists of the following:

    - Geocode or reverse geocode transactions will be charged at a cost of $0.01 per transaction. Charges are invoiced quarterly on an on-going basis. Such variable costs are subject to change without notice.

    - The Bing map solution supports street routing and triangulation for calculating booking distance, however only triangulation for scheduling distance is used due to transaction costs and performance associated with running multiple scheduling scenarios.

- Data loading will be completed for Clients, Common Locations, Landmarks, and Client Registered Addresses.

- No more than four (4) super users will receive Booking and Scheduling Training.

- No more than six (6) reservationists and six (6) dispatchers will receive Operations Training.

- Software will be delivered ‘off the shelf’.

- Microsoft SQL will be used for the database.

EXHIBIT C
Statement of Work: Passenger Portal

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources. All implementation services will be provided remotely, unless otherwise stated.
Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a Change Order will be required. Any additional costs uncovered from a Change Order will be the responsibility of the Licensee, work related to the Change Order will not commence until after Software Acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

1. Operational Review
2. Software Installation and Configuration
3. Training
4. User Acceptance Testing
5. Go-Live
6. Post Go-live Customer care

Product Description

Passenger Portal is an add-on module to TripSpark's demand response and medical products. It provides an on-line portal that allows passengers to view, book, schedule, and cancel their own bookings.
Specific functionality consists of:

1. Passenger Portal Core Software:
    a. Passenger account management (backend Software)
    b. Passenger profile management
    c. Ability to view details of existing passenger bookings online
    d. Ability to add and edit bulletins that passengers can view upon login
    e. Help tab which displays common information that will be useful for passengers
    f. Ability to add custom menu links
    g. Administrator Settings to customize website settings and look and feel

2. Passenger Information:
    a. Upcoming Trips View – see current trip status and imminent arrival time
    b. View location of bus on a map (when agency has MDTs or Tablets)
    c. "I am Ready" button to notify dispatch of pending "Will Calls"

3. Trip Booking:
    a. Book a new trip
    a. Book a one way or return trip for a single date
    b. Request a recurring subscription trip
    c. Enter in all relevant trip details: date, time, addresses, comments, mobility aids, space types, and additional passengers
    d. Review trip details before requesting booking
    e. Ability for the trip to be booked or scheduled depending on agency configuration

Operational Review

The operational review will involve a series of meetings and conference calls with Licensee's project team to discuss the business requirements.
The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Licensee may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Software Installation and Configuration

Back Office

TripSpark will install the Software remotely on the Licensee's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.
Licensee must have a test environment at their facility that can be used for testing new versions of the Software. It is Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

SSL Configuration

TripSpark will assist the Licensee with SSL configuration provided the Licensee has purchased an SSL certificate and already has a web domain available. TripSpark will assist the Licensee with the SSL setup.
Licensee is responsible for procuring their own web domain as well as an SSL certificate.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

After each training session, Licensee may be required to complete project work assignments that pertain to training material just covered and that are relevant to the operational characteristics of Passenger Portal at Licensee location. Successful progression from each session to the next session is dependent upon diligent completion of project work assignments by Licensee, resulting from the previous training session. Each session builds upon mastery of material covered at the previous session.

- Up to four (4) hours of remote system administrator training
- Up to four (4) hours of remote advanced functionality training
- Up to one (1) day of remote training for users who will interact with Web via the NovusDR user interface

In addition to training, TripSpark will provide one (1) digital copy of all available user Documentation. Licensee is free to create copies of the Documentation for their users.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support documentation.

Licensee's resources are encouraged to participate in all training sessions related to their field.
For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Licensee) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Licensee to identify alternative arrangements.

User Acceptance Testing (UAT)

The final phase of the implementation will be user acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions as specified in the documentation. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Licensee is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.
TripSpark will provide UAT templates created for general use which can be adapted by Licensee for Licensee's operationally specific use.

Upon completion of the UAT, TripSpark and the Licensee will mutually agree upon a Soft Launch Go-Live date.

Go-Live Support

Soft Launch Go-Live

Before releasing the Passenger Portal for all passengers, TripSpark recommends asking a select group of passengers to test the website and assist with an additional round of troubleshooting. Basic testing for this group would include:

- Testing the registration process
- Viewing previous and upcoming trips
- Booking new trips online
- Any other feedback to enhance the functionality of the system

TripSpark will be available for support during this time if configuration changes are required.

Full Launch Go-Live

Upon completion of Soft Launch, the Licensee can now invite all passengers to enroll and access the site.
TripSpark will be available for support during this time if configuration changes are required.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days as outlined in the Software Acceptance section of this agreement.

Upon completion of Software Acceptance, Licensee will be eligible to go into TripSpark's Customer care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support. When Licensee is in Customer care, Licensee will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of the Passenger Portal application at Licensee. These services will consist of the following:

- The TripSpark Project Manager will provide bi-weekly reports to Licensee's Project Manager. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.

- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Licensee's Resource Responsibilities

If Licensee causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Licensee additional services fees, which shall be the responsibility of the Licensee.

The table below identifies the resource requirements for the Licensee

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions o Coordinate completion of data development o Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions.

Resource	Description	Time Dedication	Tasks
			o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready as per each Software product's Tech Sheet (where available). o Participate in System Administration training. o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users	Examples: Dispatchers, Schedulers, Reservationists	50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

TripSpark's Project Manager will reach out within four (4) weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.
TripSpark's Project Manager will reach out within two (2) weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.
The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this software module.

Assumptions

- Licensee is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications)

- Software will be delivered 'off-the-shelf'. Off the shelf means:

    - Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.

- It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated
- Licensee is responsible for providing a server for their test environment and production environment.
- Licensee will provide physical servers or VMs that meet TripSpark's minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Licensee chooses to use VMs Licensee will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs.
- TripSpark does not provide any custom web markup or web design outside of items that can be configured in the administration pages.
- Licensee is required to sign up and set up billing for their own Google account, in order to obtain a Google Maps Key.
- The Feedback functionality of Passenger Portal can only function if the Licensee has acquired Novus-COM.
- Passenger Portal will be in English only unless otherwise contracted for additional languages.

EXHIBIT C
Statement of Work: Notifications (Outbound)

This document defines the services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources. All services will be provided remotely, unless explicitly stated otherwise.
Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark.
Any services beyond what is defined in this document will be considered out of scope, and either an Amendment to the contract or a Work Order will be required. Any additional costs uncovered from the scope changes will be the responsibility of the Licensee. Work related to the scope changes will not commence until after Software Acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Go-Live Support

Product Description

Notifications is an add-on module to TripSpark's demand response and medical products. The Notifications Software consists of a service and a configuration/monitoring application. The Notifications service communicates with NovusDR on the internal network, as well as cloud-based services to send/receive calls and text messages. Specific functionality consists of:

1. Outbound Functionality
    a. Next day trip reminders with ability to confirm/cancel via touch tone
    b. Imminent arrival notifications
    c. No show notifications
    d. Trip booking confirmations
    e. Mass notifications
    f. Account Balance notifications if enabled
    g. Provider notifications for trips cancelled in Novus if enabled

Operational Review

The operational review will involve a series of meetings and conference calls with the Licensee's project team to discuss the business requirements.
The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Licensee may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Software Installation and Configuration

TripSpark will install the Software remotely on the Licensee's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

The Licensee may be required to add/modify port filtering rules in their firewall, to facilitate the communication between Novus , the Notifications service, and cloud-based services with TripSpark support as required. The Licensee must have a test environment at their facility that can be used for testing new versions of the Software. The Licensee's test environment must include a test version of Novus (complete with its database) that is configured the same way as in the production environment. It is the Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment. It is also the Licensee's responsibility to ensure that all tests are performed with test Voice/SMS numbers - not numbers of their actual customers.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) hours of Remote System Administrator Training, consisting of:
    - Configuration and maintenance of administrative functions in the Notifications interface related to Notification Types, Communication Modes, Agency Information, Notifications, Licensee Configuration, Email/Voice/SMS Parameters
- Up to four (4) hours of Remote Advanced Functionality and User Training, consisting of:
    - User training for front line staff, including overview of Notifications, types of messaging and what is required in Novus in order to trigger notifications

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Licensee is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripspark.com, as described in our standard support documentation.

Licensee's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Licensee) installed and ready to go

- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment

- Telephone or headset and microphone for audio portion

If the items above are not available, TripSpark will work with Licensee to identify alternative arrangements.

User Acceptance Testing (UAT)

Licensee must complete testing of Notifications with internal testing accounts using local or agency phone numbers. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Licensee is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

TripSpark will provide UAT templates created for general use which can be adapted by Licensee for Licensee's operationally specific use.

Upon completion of the UAT, TripSpark and the Licensee will mutually agree upon a Soft Launch Go-Live date.

Go-Live Support

Soft Launch Go-Live

Licensee should enroll an ideal sample population of passengers in Notifications for a pilot run. These passengers are expected to provide quality feedback and thoroughly communicate their experiences. TripSpark will be available for support during this time if configuration changes are required.

Full Launch Go-Live

Upon completion of Soft Launch for Notifications, Licensee can now enroll all passengers at its discretion. TripSpark will be available for support during this time if configuration changes are required.

Note: TripSpark highly discourages mass enrolments, in order to maintain HIPAA compliance. The recommended method is an opt-in approach where users can confirm phone numbers and email addresses prior to any notifications being sent.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Licensee will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support. When Licensee is in customer care, Licensee will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of the Notifications application at Licensee. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Licensee's PM. These reports will be based on TripSpark standards and will consist of project team information, current status, and next steps.

- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Licensee Resource Responsibilities

If Licensee causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Licensee additional services fees, which shall be the responsibility of the Licensee.

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all of the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions. o Coordinate completion of data development. o Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). o Participate in System Administration training

Resource	Description	Time Dedication	Tasks
			o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

TripSpark's Project Manager will reach out within 3 weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.
TripSpark's Project Manager will reach out within 2 weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.
The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this Software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Licensee is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications).

- Software will be delivered 'off-the-shelf'. Off the shelf means:

    - Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.

- Licensee is responsible for the payment of fees associated with their usage of the Notifications Software.

- Notifications are in English only.

- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.

- Licensee is responsible for providing a server for their test environment and production environment.

- Licensee will provide physical servers or VMs that meet TripSpark's minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Licensee chooses to be used for VMs Licensee will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs. (If this is an on-premises installation).

EXHIBIT C
Statement of Work: DriverMate

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources.
Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Licensee. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Hardware Roll-Out
- Go-Live Support

Operational Review

The operational review will involve a series of meetings and conference calls with Licensee's project team to discuss the business requirements.
The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Licensee may be able to use
- Review the Scope of Work and finalize project timelines and the project plan

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Software Installation and Configuration

Back Office

TripSpark will install the Software remotely on the Licensee's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.
Licensee must have a test environment at their facility that can be used for testing new versions of the Software. It is Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

In-Vehicle

TripSpark will train Licensee to load and configure the in-vehicle/remote Software.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to one (1) day of Driver Trainer Training
- Up to one (1) day of Dispatch Training
- Up to four (4) hours of Training in the Administrative functions of the Software.

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Licensee is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripspark.com, as described in our standard support Documentation.

Licensee's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Licensee) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Licensee to identify alternative arrangements.

User Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

TripSpark's estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

Pilot

The initial hardware phase of the project will involve the installation and commissioning of five (5) new in-vehicle units, configured to communicate with the TripSpark back-office products via a public cellular data network.

Rollout

The Licensee will install the remaining ten (10) hardware units on the fleet.

Go-Live

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon Software Acceptance, Licensee will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of the DriverMate at Licensee. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Licensee's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.

- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

Licensee Resource Responsibilities

If Licensee causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Licensee additional services fees, which shall be the responsibility of the Licensee.

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all of the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions. o Coordinate completion of data development. o Coordinate completion of user acceptance testing.

Resource	Description	Time Dedication	Tasks
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). o Participate in System Administration training o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where DriverMate and DriverMate databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

This implementation can be completed within approx. three (3) months from delivery of Tablet's at Licensee assuming Novus DR is already in operational use. During the operational review, a project plan will be prepared for each Software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- Software will be delivered 'off-the-shelf'.
- The Google map data set embedded in Android will be used for DriverMate.
- Microsoft SQL will be used for the database.

- Licensee is responsible for the installation and mounting of Android tablet devices.
- Licensee is responsible for the purchase of Android tablet devices.
- Licensee is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (500MB minimum, 1GB recommended per vehicle, per month: pooled plan).

COUNCIL BILL NO. 2024-100 ORDINANCE NO.

AN ORDINANCE approving a purchase agreement between the City of Joplin and Trapeze Software Group Inc. d.b.a TripSpark Technologies (TripSpark), for the purchase of transit scheduling software license and maintenance services; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the purchase of transit scheduling software be awarded to Trapeze Software Group, Inc. d.b.a TripSpark, in the amount of One Hundred Ninety-Five Thousand Two Hundred Eighty-Seven and 00/100 Dollars ($195,287.00).

Section 2. That the Director of Public Works is hereby authorized to execute said software license and maintenance agreement on behalf of the City of Joplin.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenue by the total amount of One Hundred Fifty-Six Thousand Two Hundred Thirty Dollars and No Cents ($156,230.00) and by increasing appropriations by the total amount of One Hundred Ninety-Five Thousand Two Hundred Eighty-Seven Dollars and No Cents ($195,287.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That the City of Joplin declares that this Ordinance dealing with a general appropriation, is an emergency within the meaning of Section 2.12 (4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this Council Bill needs to be approved as an emergency ordinance in order to complete the purchase within funding limitations.

Passed by the Council of the City of Joplin, Missouri, this _____ day _____, 2024, by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-102 Construction Agreement between City of Joplin and Emery Sapp & Sons Inc. for the East Town Sidewalks 2023 project

MEETING DATE
January 2, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-102; Agreement; Location Map; Bid Summary

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Planning and Community Development, Troy Bolander; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Three Hundred Seventy-Four Thousand Eight Hundred Eighty-Seven and 76/100 dollars ($374,887.76) for construction of the East Town Sidewalks 2023 project.

BACKGROUND
The City has received authorization for the release of funds for the 2023 Community Development Block Grant (CDBG) funding for low and moderate-income neighborhoods. This program includes improvements to sidewalks, streets, curb and gutter, storm water, and sanitary sewer systems in designated neighborhoods. The East Town Sidewalks 2023 project focuses on sidewalk and curb and gutter improvements in the designated neighborhood. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the construction of the East Town Sidewalks 2023 project was advertised in the Joplin Globe on November 18th, 2023, and bids were received by the City on December 12th, 2023. Two bids were received, with Emery Sapp & Sons Inc. selected as the lowest responsive bidder. The low bid is within 5% of the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed by April 2nd, 2024. Federal CDBG grant funds in the approximate amount of $309,000.00 will reimburse the Infrastructure Fund for this project, with the remaining City funds provided with Capital Improvement Sales Tax - Neighborhood Transportation Improvements project funds.

FUNDING SOURCE
This item includes a fiscal year 2024 budget amendment.

RECOMMENDATION
Staff recommends approval of Council Bill 2024-102, Construction Agreement between City of Joplin and Emery Sapp and Sons Inc. for the East Town Sidewalks 2023 project in the amount of

Three Hundred Seventy-Four Thousand Eight Hundred Eighty-Seven and 76/100 dollars ($374,887.76) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the contractor to start the project immediately, allowing the City to meet Federal grant fund reimbursement deadlines.

COUNCIL BILL NO. 2024-102 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Three Hundred Seventy-Four Thousand Eight Hundred Eighty-Seven and 76/100 dollars ($374,887.76) for construction of the East Town Sidewalks 2023 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the City enter into an agreement with Emery Sapp & Sons Inc. in the amount of Three Hundred Seventy-Four Thousand Eight Hundred Eighty-Seven and 76/100 dollars ($374,887.76) for construction of the East Town Sidewalks 2023 project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Emery Sapp & Sons Inc.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenue in the amount of Three Hundred Nine Thousand Dollars and No Cents ($309,000.00) and by increasing appropriations by the total amount of Three Hundred Nine Thousand Dollars and No Cents ($309,000.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvement fund and the Capital Improvement Sales Tax fund.

Section 6. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the contractor to start the project immediately, allowing the City to meet Federal grant fund reimbursement deadlines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of_____, 2024, by a vote of_____.

ATTEST: _____
Douglas W. Lawson, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Emery Sapp and Sons Inc. Address: 5350 E. State Highway AA Springfield, MO 65803	
Attention: Daniel Johnson, P.E.		Attention: Chris Landwehr	
Department: Public Works- Engineering		Phone: 417) 445-8331	Fax: 417) 445-0266
Phone: 417-624-0820	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

EAST TOWN SIDEWALKS 2023
CDBG GRANT No. B-23-MC-29-0008

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by April 2, 2024, from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri, or the Department of Labor as defined in the Davis-Bacon Act.

a. Missouri Wage Rate: All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and

subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00)

for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $374,887.76 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury

under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted, or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to

perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City of Joplin may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

15. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards

and warning signs, lights, or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. **Copyright.** No materials, to include but not limited to reports, maps, or documents produced because of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced because of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

19. **Payment for Labor and Materials**. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

20. **Payment**. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

21. **Contract Documents**. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Seventy-Four Thousand Eight Hundred Eighty-Seven and 76/100 ($374,887.76) dollars, said amount being subject to any approved addenda or change order.

22. **Subsurface Conditions**. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from

those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

25. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

26. Assignment. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned

to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally 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, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

30. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

d. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

e. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

31. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by

mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

32. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG funds through the City of Joplin Community Development Block Grant Program as administered by the U.S Department of Housing and Urban Development and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

33. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CONTRACTOR will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City of Joplin, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, 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.

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

f) Pursuant to 24 CFR 75.25, the consultant will report Section 3 Labor Hours for three categories of workers on the project: all workers, section 3 workers, and targeted Section 3 worker. "Labor hours" means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance (24 CFR 75.5). Section 3 worker is defined as any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented: 1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD; 2. The worker is employed by a Section 3 business concern; or 3. The worker is a YouthBuild participant. A section 3 targeted worked is defined as: currently fits or when hired fit at least one of the following categories, as documented within the past five years: 1. A resident of public housing or Section 8-assisted housing; 2. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered.
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

44. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

45. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

47. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a) If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b) A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

50. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's

employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

51. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

52. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

54. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

55. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

56. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

57. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

58. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

59. **Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counterclaims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

60. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

61. **Section 70914 Build America, Buy America Preference**

Pursuant to the General Applicability Waiver of Build America, Buy America Provisions (BAP) as Applied to Recipients of HUD Federal Financial Assistance, funds obligated on or after November 14, 2022, for grants to non-tribal entities, and May 14, 2023, for grants to Tribes and TDHEs, must comply with section 70914 of the Act, including by the incorporation of a BAP in the terms and conditions of each Federal award with an infrastructure project. BAP means that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. "All manufacturing processes" for construction materials includes the final manufacturing process and the immediately preceding manufacturing stage for the construction material.
(4) section 70917© materials are produced in the United States. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. The Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Award Recipient, Contractor, or Development Owner will document that any materials subject to Section 70914 is domestically sourced, included in bid responses, and certify any change in sourced materials if compliant prior to project closeout and request for payment for retainage.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, herein.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, Public Works Director

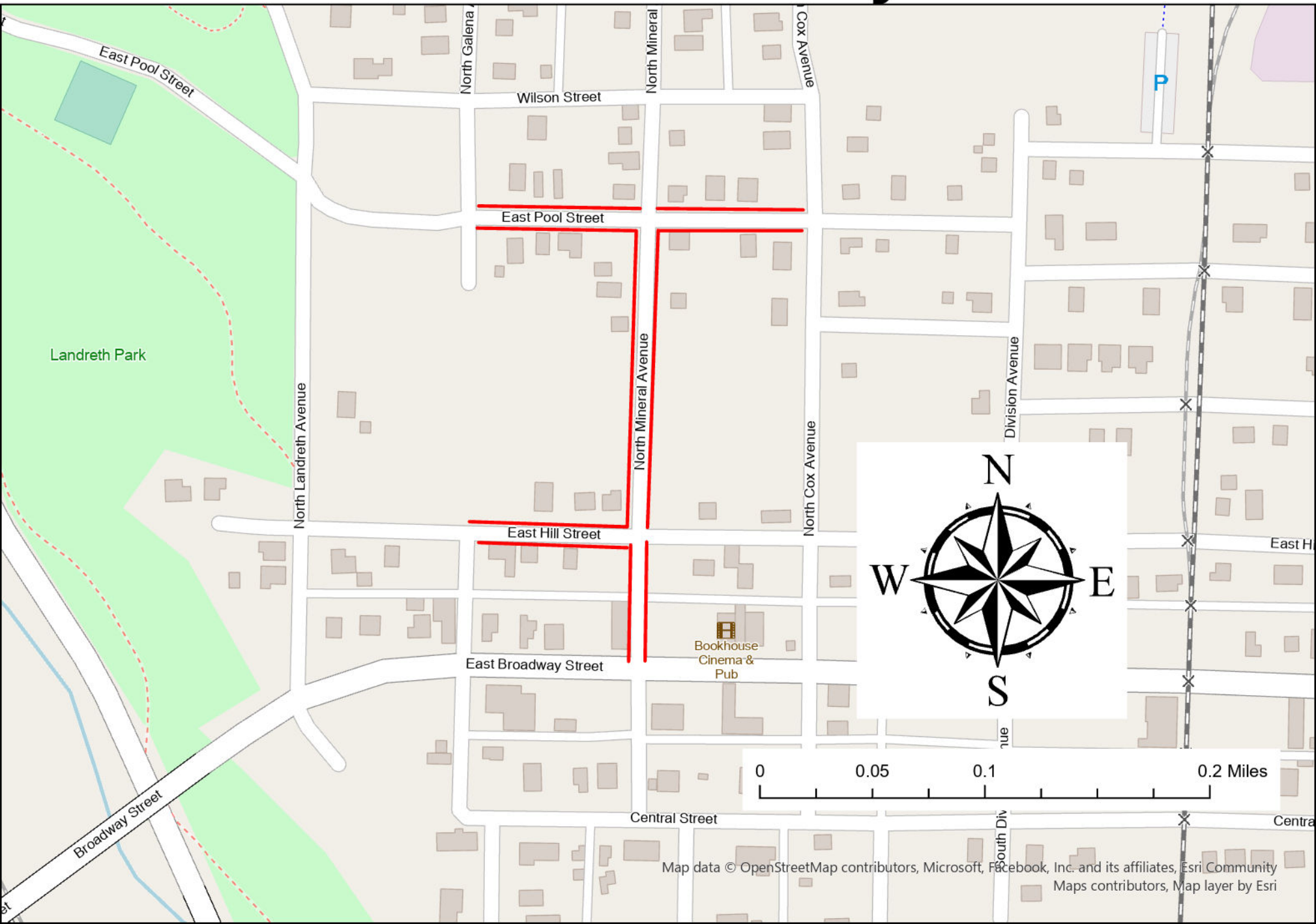
APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

COMMUNITY DEVELOPMENT

By: _____
Troy Bolander, Planning & Community Development Director

East Town Sidewalk Project 2023



Summary of As-Read Bids

PROJECT: East Town Sidewalks 2023
DATE OF BID OPENING: December 12th , 2023

CONTRACTOR	BID
BASE BID	
Sprouls Construction, Inc.	$498,790.00
Emery Sapp & Sons Inc.	$264,499.26
Engineer's Estimate	**$278,056.80**
ALTERNATE 1	
Sprouls Construction, Inc.	$86,612.00
Emery Sapp & Sons Inc.	$50,295.11
Engineer's Estimate	**$42,615.30**
ALTERNATE 2	
Sprouls Construction, Inc.	$144,295.00
Emery Sapp & Sons Inc.	$69,928.77
Engineer's Estimate	**$63,184.80**
ALTERNATE 3	
Sprouls Construction, Inc.	$128,695.00
Emery Sapp & Sons Inc.	$78,017.97
Engineer's Estimate	**$82,636.05**
ALTERNATE 4	
Sprouls Construction, Inc.	$124,676.00
Emery Sapp & Sons Inc.	$68,773.20
Engineer's Estimate	**$62,229.30**
ALTERNATE 5	
Sprouls Construction, Inc.	$89,864.00
Emery Sapp & Sons Inc.	$61,258.39
Engineer's Estimate	**$50,184.75**
ALTERNATE 6	
Sprouls Construction, Inc.	$73,990.00
Emery Sapp & Sons Inc.	$60,093.39
Engineer's Estimate	**$46,152.75**
BASE BID , ALTERNATE 1 AND ALTERNATE 6	
Sprouls Construction, Inc.	$659,392.00
Emery Sapp & Sons Inc.	$374,887.76
Engineer's Estimate	**$366,824.85**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-103–an agreement between the City of Joplin and Joplin Industrial Electric Co., Inc. for electrical upgrades at Joplin Justice Center.

MEETING DATE
January 2nd, 2024

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2024-103 Ordinance; Agreement; Bid Summary; Letter of Recommendation

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Joplin Industrial Electric Co,. Inc. of Two Hundred Ninety-Nine Thousand Forty-four and 00/100 DOLLARS ($299,044.00) for electrical upgrades at the Joplin Justice Center.

BACKGROUND
The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department.

In April 2022, an agreement to perform an in-depth feasibility study for the Justice Center was awarded to SFS Architecture, along with the agreement to provide the city with a Facilities Masterplan. As part of the project a Facilities Assessment was performed by Gordian as a subconsultant to SFS. The facility assessment of the Justice Center showed that replacement of the electrical equipment at the Justice Center is a priority, meaning they determined it was recommended to be replaced within 5 years of the inspection. The assessment by Gordian showed an estimated cost on this replacement of $338,583. This bid was advertised using the City's procurement policy and Joplin Industrial Electric Company was the only bidder.

In January 2023, ARPA Funds were accepted to provide $1 million in funding on a 50/50 match basis bringing the total to $2 million in funding. This ARPA Grant will fund half of this project, with the other half being covered by the City of Joplin.

FUNDING SOURCE
Public Safety Sales Tax

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis due to price volatility in the current manufacturing market.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
JOPLIN INDUSTRIAL ELECTRIC CO., INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Joplin Industrial Electric Co., Inc. Address: 2202 S. Prigmore Ave. Joplin, MO 64804	
Attention:		Attention: Jeff Cartright	
Department:		Phone: 417-623-3425	Fax: 417-623-1313
Phone:	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Justice Center Electrical Upgrades

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the

contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Ninety-Nine Thousand Forty-four and 00/100 DOLLARS ($299,044.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means

of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Hundred Ninety-Nine Thousand Forty-four and 00/100 DOLLARS ($299,044.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: Joplin Industrial Electric Co., Inc.

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Public Works Director

Summary of As-Read Bids

PROJECT: Justice Center Electrical Upgrades
DATE OF BID OPENING: November 14th 2023

CONTRACTOR	BID
BASE BID	
Joplin Industrial Electric Co., Inc.	$299,044.00
Engineer's Estimate	**$360,000.00**

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

November 15, 2023

Mr. Chad Weller, PLS
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Justice Center Electrical Upgrades

Dear Mr. Weller:

We have reviewed the one (1) bid received November 14, 2023, for the construction of the referenced project, and subsequently prepared a bid tabulation. It is our recommendation that the City award the construction contract to Joplin Industrial Electric Co. Inc. in the amount of $299,044.00 for the referenced project.

A copy of the bid tabulation and Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return the Notice of Award to me. A copy of Joplin Industrial Electric's Bid and Bid Bond have also been included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.
Vice President

COUNCIL BILL NO. 2024-103 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Joplin Industrial Electric Co., Inc. in the amount of Two Hundred Ninety-Nine Thousand Forty-four and 00/100 DOLLARS ($299,044.00) for Justice Center Electrical Upgrades and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said agreement by and between the City of Joplin and Joplin Industrial Electric Co., Inc. in the amount of Two Hundred Ninety-Nine Thousand Forty-four and 00/100 DOLLARS ($299,044.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Public Safety Sales Tax.

Section 4. That the City hereby declares that this Ordinance, dealing with a public improvement specifically with quipment necessary to maintain regulatory compliance, and the availability of the equipment, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Approval of this council bill on an emergency basis due to price volatility in the current manufacturing market.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2024 by a _____ vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2024-103

I hereby certify that a sufficient amount is available in the Public Safety Sales Tax to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 350, Building Regulations

MEETING DATE
January 2, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 926 S Chestnut Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 29, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 1, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on December 15, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$5,495.00
Big Johns	$7,219.00
B&D Yardbuilders	$6,900.00
Clay Cole Trucking	$8,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $5,495.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 350, Photograph of Property, Bid Tabulation

CLOSING DATE:	11-Dec-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/ Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	926 S Chestnut Ave

COMPANY	BIDS
B & D Yardbuilders	$6,900.00
Big John's Heavy Equipment	$7,219.00
Freeman's Landworx, LLC	n/a
Nelson's Enterprises	n/a
USA Demolition	$5,495.00
Clay Cole Trucking	$8,000.00


926
COUNCIL BILL 2024-350
926 CHESTNUT AVE.







COUNCIL BILL NO. 2024-350 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 926 S Chestnut Ave. in the City of Joplin, Missouri, for Five Thousand Four Hundred Ninety-Five dollars ($5,495.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the contract with USA Demolition in the amount of Five Thousand Four Hundred Ninety-Five dollars ($5,495.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 926 S Chestnut Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 926 S Chestnut Ave.

ALL OF LOT NUMBERED 9 IN B.W. REALTY COMPANY'S SUB-DIVISION OF LOTS NUMBERD 81 TO 88 IN BYERS AND MURPHY'S SECOND ADITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 351, Building Regulations

MEETING DATE
January 2, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 1202 S Jackson Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 1, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On December 1, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on December 15, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$4,395.00
Big Johns	$6,900.00
B&D Yardbuilders	$5,600.00
Clay Cole Trucking	$5,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $4,395.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 351, Photograph of Property, Bid Tabulation

CLOSING DATE:	11-Dec-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/ Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	1202 S Jackson Ave

COMPANY	BIDS
B & D Yardbuilders	$5,600.00
Big John's Heavy Equipment	$6,900.00
Freeman's Landworx, LLC	n/a
Nelson's Enterprises	n/a
USA Demolition	$4,395.00
Clay Cole Trucking	$5,000.00


COUNCIL BILL 2024-351
1202 S JACKSON AVE.
08/01/2023


08/01/2023


08/01/2023


08/01/2023

COUNCIL BILL NO. 2024-351 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1202 S Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Three Hundred Ninety-Five dollars ($4,395.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the contract with USA Demolition in the amount of Four Thousand Three Hundred Ninety-Five dollars ($4,395.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1202 S Jackson Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1202 S Jackson Ave.

ALL OF LOT NUMBERED ONE HUNDRED SIXTY-EIGHT (168) IN CARTHER'S FIRST ADITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-500 – Approving a budget amendment for FY 2024

MEETING DATE
January 2, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-500 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2023-2024 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending various departments for insurance claim settlements.
- Amending various departments for scanners and tablets to implement Building Permit software transition.
- Amending the Police Department and Airport for capital items budgeted in fiscal year 2023, which were delayed until this year.
- Amending the parks and stormwater sales tax fund for the anticipated costs related to engineering, bidding, construction management and inspection for the Sunnyvale stormwater project.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $14,840.00 and expenditures by $826,778.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2024-500 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2023-158 on October 16, 2023, which estimated revenues and appropriated funds for the fiscal year 2023-2024; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenues by the total amount of Fourteen Thousand Eight Hundred Forty Dollars and No Cents ($14,840.00) and by increasing appropriations by the total amount of Eight Hundred Twenty-Six Thousand Seven Hundred Seventy-Eight Dollars and No Cents ($826,778.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
2-Jan-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	General Revenue	001-0000-450-0604	Insurance Claim Settlement	$	5,040	
	Building Regulations	001-1506-570-2108	Computer Peripherals			1,500
	Building Reg-Prop Action	001-1522-570-2108	Computer Peripherals			1,125
	Building Reg-Prop Action	001-1522-570-8315	Computer Equipment			5,351
	City Hall Maintenance	001-4504-520-4120	Building Repairs			5,040
	Engineering	001-4505-520-2108	Computer Peripherals			750
	Engineering	001-4505-520-8315	Computer Equipment			16,053
	Total General Fund			$	5,040	29,819
101	Public Safety Sales Tax Fund					
				$	-	-
	Police-Prop Action	101-5522-510-8210	Motor Vehicles			11,709
	Total Public Safety Sales Tax Fund			$	-	11,709
130	Parks and Stormwater Sales Tax Fund					
				$	-	-
	Stormwater	130-4555-530-8665	Stormwater Projects			750,000
	Total Parks and Stormwaters Sales Tax Fund			$	-	750,000
140	Transportation Sales Tax Fund					
	Revenue	140-0000-450-0604	Insurance Claim Settlement	$	9,125	-
	Traffic Signal Maintenance	140-4531-530-2515	Traffic Signal Supplies			5,461
	MAPS	140-5002-530-4215	Other Vehicle Repairs			3,664
	Total Transportation Sales Tax Fund			$	9,125	9,125
150	Community Planning Fund					
	Planning Revenue	150-0000-470-0662	CDBG Grant-2022	$	375	-
	Planning Revenue	150-0000-480-1101	MPO Grant		300	
	CDBG	150-1501-570-2108	Computer Peripherals			375
	Planning & Zoning	150-1505-570-2108	Computer Peripherals			375
	State Grant-MPO	150-1591-570-2108	Computer Peripherals			375
	Total Community Planning Fund			$	675	1,125
405	Airport Fund					
				$	-	-
	Airport	405-5004-520-8010	Building Improvements			10,460
	Total Airport Fund			$	-	10,460
515	Liability Insurance Fund					
				$	-	-
	Liability Insurance	515-7501-500-5305	Judgments & Claims			14,165
	Total Liability Insurance Fund			$	-	14,165

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
2-Jan-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
415	Sewer Fund					
	Sewer Maintenance	415-4542-540-2108	Computer Peripherals	$		375
	Total Sewer Fund			$	-	375
	Grand Total			$	14,840	826,778

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-600 - An ordinance authorizing the City of Joplin, Missouri, to enter into an agreement with Higginbotham Inc., for the purpose of professional insurance brokering and other loss control services; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

ORIGINATING DEPARTMENT
Human Resources/Risk Management

MEETING DATE
January 2, 2024

REVIEWED BY
Director of Human Resources/Risk Management – Michelle Ducre
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
City Manager – Nick Edwards

SUMMARY
The following agreement is between the City of Joplin and Higginbotham, Inc. for Insurance Brokerage services for Risk Management and Loss Prevention, Property and Casualty, Professional, Cyber, Law Enforcement, Airport, and Health Liability Coverage, Excess Worker's Compensation, Unmanned Aircraft Systems, and Commercial Coverage.

BACKGROUND
A Request for Proposal was issued in October 2023 to identify an insurance broker for the City of Joplin. Insurance coverage renewal is April 7, 2024. As a result of the selection process, Higginbotham, Inc. was selected to provide insurance broker and risk/loss prevention services for a three-year period, which can be extended for an additional two years. The cost for this service is not to exceed $60,000 annually for a three-year period.

FUNDING SOURCE
These services are included in the FY 2024-2025 budget of the Human Resources/Risk Management Department.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS

CB 2024-600 Ordinance; City of Joplin – Higginbotham Consulting Agreement

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of January, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and **Higginbotham Insurance Agency, Inc.**, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional broker for the purchase of workers' compensation, property and casualty insurance, and other loss control services for the City of Joplin, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional brokering and other loss control services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as City's professional broker for an initial three (3) year period. The contract period shall begin on or about January 2, 2024, and shall end on April 30, 2027, unless extended by the parties in a signed written agreement. The parties agree that this agreement may be extended for up to two (2) additional years.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant $60,000.00 annually, to be billed on a monthly basis. Consultant shall invoice the City each month in the amount of $5,000.00. For any partial year under this agreement, the City shall be billed monthly.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Intentionally omitted.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri
ATTN: HR
602 S. Main St.
Joplin, MO 64801

Higginbotham, Inc.
ATTN: W.D. Nimmo
P.O. Box 1840
Branson, MO 65616

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying

the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	HIGGINBOTHAM INSURANCE AGENCY, INC.
_____	_____
Nick Edwards, City Manager	By: William Dawson Nimmo Its: authorized signatory

ATTEST:

_____
Holly Nagy, City Clerk

EXHIBIT 1

INSURANCE BROKER RFP

REQUEST FOR PROPOSAL
FOR
INSURANCE BROKER OF RECORD
(PROPERTY AND CASUALTY INSURANCE, LIABILITY, WORKERS' COMPENSATION, AND RISK/LOSS CONTROL SERVICES)

FOR THE CITY OF JOPLIN

RFP #: 2023-RFP-15

NOTICE TO BIDDERS

The City of Joplin requests qualified firms/companies ("Bidders") to submit sealed proposals and qualifications for consideration in the selection of an Insurance Broker of Record (BOR) to market and place existing and emerging insurance programs, provide claims management, and worker's compensation/risk control/loss prevention services. Details of the requested services are provided in the Scope of Services and supporting documents available on the City's website https://www.joplinmo.org/proposals.aspx. One contract will be awarded as a result of this RFP. The City encourages veteran, minority, and female owned businesses to submit proposals on all City RFPs.

DATE OF ISSUANCE:	**October 13, 2023**
QUESTIONS DUE:	**October 30, 2023 at 2:00 p.m. CST**
PROPOSAL DUE DATE:	**November 10, 2023 at 2:00 p.m. CST**
PROCUREMENT OFFICER:	**Leslie Haase, Finance Director**
QUESTIONS:	**Michelle Ducre, Director of HR/Risk Management**
	mducre@joplinmo.org

Sealed proposals must be mailed or delivered to:
City of Joplin * HR/Risk Department – 1st floor * 602 S. Main Street * Joplin, MO 64801

Table 1 - RFP TIMELINE/SCHEDULE OF EVENTS

The City reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP https://www.joplinmo.org/proposals.aspx

Key Activity	Estimated Target Date
Date of Issuance	**October 13, 2023**
Questions Due	**October 30, 2023, at 2:00 p.m. CST**
Proposals Due	**November 10, 2023, at 2:00 p.m. CST**
Finalists Selected	**Week of November 13, 2023**
Finalists Oral Interviews/Award Decision	**Week of November 20, 2023**
Contract Award Recommendation to City Council	**December 4, 2023**
Meeting with BOR to execute contract	**Week of December 18th**
Transition Meeting/Implementation	**Week of January 2nd, 2024**
Contract Start Date	**January 2024**

QUESTIONS

Bidders who have questions or need clarification of any content included in this RFP may submit a written request using the format below to Michelle Ducre, Risk Manager at mducre@joplinmo.org . In the subject line include **"QUESTION – 2023-RFP-15, BOR PROPERTY AND CASUALTY.** Answers will be posted as an Addendum on our website at https://www.joplinmo.org/proposals.aspx within three (3) business days prior to the Proposal Due Date.

QUESTION SUBMITTAL FORMAT

QUESTION or REQUEST FOR CLARIFICATION	RFP Page # and Section Being Referenced

I. INTRODUCTION

Purpose

The purpose of this RFP is to obtain competitive proposals for Insurance Broker and Risk Management services for Property & Casualty Insurance, Liability Insurance: Auto, General, Law Enforcement, Healthcare Professionals, Public Officials; Umbrella, Airport, Crime, Drone, Fine Arts, and Excess Workers Compensation. The selected insurance broker must be licensed and authorized to practice in the State of Missouri.

The selected broker is expected to review the City's existing coverage, advise about risks, gaps in coverage, and insure appropriate coverage for our facilities, equipment, and assets. See Attachment A for specific lines of coverage.

The City is self-funded and expects the broker's input regarding market conditions and to recommend the best solutions for obtaining insurance in the marketplace or insurance pools.

This invitation is not an authorization to approach the insurance marketplace or service agencies on behalf of the City. The City specifically directs that no contact or solicitation of insurance markets, or market reservations be made on behalf of the City pursuant to this invitation. Failure to comply with this condition will result in immediate disqualification.

General Information

There is no expressed or implied obligation for the City of Joplin to reimburse firms for any expenses incurred in preparing or delivering proposals in response to this request.

The City reserves the right to:

- Accept or reject any portion of any proposal or waive any irregularities/allow corrections of errors or omissions without cause for liability
- Request additional information or clarification from proposers
- Cancel this RFP if we determine this serves the City's best interests
- Negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals.

All information included in a Proposal may be incorporated, at the City's sole option, into the contract to be entered into between the City and the successful Bidder (as hereinafter defined). Any contract from this RFP will be awarded without discrimination based on race, ethnicity, national origin, religion, age, gender, sexual orientation, or veteran status. The City encourages minority and female owned businesses to submit a proposal.

Background

The City of Joplin is home to 51,762 residents (2020 Census) and is the fifth largest metropolitan area in the City of Missouri. Joplin is comprised of Jasper County and the southern portion of Newton County. The City employs 615 FTEs and operates fifteen departments (See **Attachment A – Organizational Chart**). The City's annual operating budget is $265,000,000 with $43.7 million in payroll costs.

The City's HR Director/Risk Manager and City Attorney are responsible for all property and casualty, external liability claims, claims settlement authority, loss prevention and worker's compensation insurance. The City is self-insured and purchases insurance through a licensed insurance broker.

The City averages 30 liability and 40 worker's compensation claims each year. The average open claim count at any given time is 10 liability claims and 20 workers' compensation claims. The City's 1/1/23 NCCI experience mod rating dropped from 1.43 to 1.31.

The City's current line of coverage includes fine arts, property/inland marine, surety and fidelity bonds, crime, cyber, general liability, automobile physical damage and liability, aviation, drones, law enforcement liability, disaster recovery, worker's compensation, volunteer coverage, construction/engineering, professional liability, special event coverage, marine (hull & motor), fiduciary liability and public entity liability.

The selected BOR will be expected to assist the City with developing a compliance plan, SOV/asset management, and audits to determine the correct valuation of the City's properties, facilities, systems, equipment, technology, and areas that directly impact our insurance risks and exposure. (See **Insurance Coverage Attachment on the webpage** https://www.joplinmo.org/proposals.aspx.).

Term of Contract

The contract is for an initial three-year period. The City may exercise an option to extend for up to an additional two (2) years for a maximum five (5) year term with all proper approvals by the Governing body and concurrence with the BOR. The contract period shall begin on or about January 1, 2024 and is anticipated to end on April 30, 2027.

The Bidder understands and stipulates that a contract does not exist with the City of Joplin unless and until such time as the proposal submitted by the Bidder is awarded by the selection committee and authorized by the Joplin City Council (Governing Body). Notwithstanding any other provision, a Contract, and any amendments, resulting from this RFP, shall not become effective until approved by the City of Joplin Governing Body. All proposals are considered to be an offer from the Bidder and become the property of the City of Joplin.

Confidential Information and Proprietary Information

All financial, statistical, staff, technical and other non-public data and information relating to the City of Joplin's operations which are made available to Bidder/BOR as part of this RFP or to carry out the Contract, shall be protected by Bidder/BOR from unauthorized use or transmittal to others. Such information may not be disclosed to any requestor by the Bidder/BOR without the express written permission of the City. Bidders must be mindful of including sensitive or proprietary information in the proposal that may be included in the public record per Missouri Sunshine Laws. Any breach of non-public data will result in disqualification.

II. SCOPE OF WORK

The selected firm shall furnish all services, staff/labor, materials, equipment, software, databases, security, and other items reasonably necessary to complete the work described in this RFP. The selected firm is responsible for a transition and implementation period to ensure timely insurance renewal and claims management readiness.

A. INSURANCE MARKETING AND PLACEMENT

All insurance policies are to be marketed on an annual basis. Bidders shall:

1. Review the City's operations, equipment, facilities, systems, and existing insurance policies and premiums to identify coverage gaps, exposures, risks, and potential losses; recommend tailored solutions and alternative risk financing to mitigate and transfer risks;
2. Advise about market conditions, insurer capacity, and trends that impact renewals;
3. Provide onsite inventory/appraisal all City property/assets. Update SOV annually;
4. Market and negotiate to major regional, national, and international insurance carriers/underwriters, insurance risk pools or other insurance alternatives;
5. Prepare insurance applications, specifications, and underwriting exhibits. Identify and organize pertinent information in order to market and place new and renewal insurance coverage and bonds in the most efficient and cost-effective manner;
6. Compile and present to the City initial quotations with a summary of the coverage, terms and conditions for presentation to the City within 30 days of renewal;
7. Issue valid binders/endorsements to the City and Certificates of Insurance;
8. Review policies/endorsements for accuracy/conformance with negotiated coverage.
9. Maintain a summary of all coverage lines and endorsements. This should identify the type of coverage, coverage provider name, policy/coverage period, and a brief synopsis of the coverage features, limits, deductibles, and contributions/premiums. Summary listings must be updated as revisions/changes occur.
10. Present mid-year and annual report (in person) to the Management Team and Governing Body on insurance losses, and risk services/performance.

B. LIABILITY AND WORKERS' COMP CLAIMS MANAGEMENT & LOSS CONTROL SUPPORT

1. Provide claims reporting phone and/or website; provide claims management (may subcontract with a Third-Party Administrator)
2. Assist the City with
3. File First Report of Injury, conduct accident investigations and workers' compensation case management and return to work programs;
4. Discuss claims/obtain settlement authority from City Risk Manager and City Attorney;
5. Respond to the scene for large, catastrophic losses, per City request;
6. Assist with coordination of special handling instructions specific to the City;
7. Analyze loss experience to determine possible adverse frequency and/or severity trends and report findings. Provide recommendations to address issues. Provide monthly reports to the City on losses and claims payments/reserve balances.
8. Schedule risk audits/facility and systems inspections. Provide guidance and follow-up with City departments for response/resolution of any findings.
9. Provide consulting for: job safety and loss control, safety committee; risk management review and analysis, policy review and development; workers' compensation classification codes audit and experience modification rating review/projection and loss prevention, return to work programs, business interruption, cyber and catastrophic loss/disaster management policies and protocols, and other related services.

III. PROPOSAL INSTRUCTIONS

Bidders must meet the minimum qualifications at the time of submission of their proposal.

Minimum Qualifications

(a) All Bidders shall furnish the City with satisfactory evidence of corporate standing, domiciliary City, authorized agency, or authority of the officer signing on behalf of the corporation, and licensing to operate in the City of Missouri.

(b) Bidder shall have at least five (5) years in business as a licensed broker/TPA in commercial lines, risk and loss management, consulting, and claims management for municipalities/public agencies with lines of coverage similar to the City of Joplin and at least $700,000 annual premium per municipal/public agency client.

(c) Bidder shall have a signed and dated current certificate of insurance for professional liability (error and omissions) coverage (to be furnished upon request).

DISQUALIFIERS

Procurement/Bidding Bans - Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal must not be banned/excluded from any procurement or non-procurement programs with the government.

Convictions/Investigation - Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal must not have been convicted of a felony or under investigation by any law enforcement or governmental agency within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.

No Lobbying or Collusion - Bidders are prohibited from discussing their proposals with other Bidders or soliciting others) to influence the decision of the selection committee, City Manager, or governing body any time after the RFP is advertised and prior to the vote on the award of this contract. Any Bidder found to be in violation of this requirement will be disqualified or, if selected, have the contract terminated.

Conflict of Interest - No employee of the City or City council member shall have a financial interest, direct or indirect, in this contract. A violation of this provision, state or federal regulations and applicable provisions in RSMo. Chapter 105 will disqualify Bidder.

Civil Rights Compliance/Non-Discrimination/Equal Employment Opportunity

BOR shall abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

The City of Joplin, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act and the above referenced laws, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that qualified veteran, minority and/or women owned businesses will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against based on protected status in consideration for award.

PROPOSAL SUBMITTAL

Proposal Response Format

All proposal responses must be made in the format and/or using the forms provided in this package and/or narrative style in response to all questions outlined in each section below.

No alterations in proposal format or in the printed forms will be accepted. No erasures, interpolations or other physical changes shall be made by anyone, in any proposal, after its submission by the Bidder, except as allowed by the City of Joplin.

1. Proposals shall not exceed **twenty (20) pages**, excluding cover page, cover letter, resumes, letters of reference, certifications/licenses, certificate of insurance and required forms.
2. Bidders must provide **one (1) original unbound proposal with signed Authorization Form, Checklist and Cost Form, plus four (4) printed and bound copies** of the proposal only, on or before November 10, 2023 at 2:00 p.m. CST. Fax and emailed submissions shall not be accepted.
3. Bidders shall clearly mark the outside of the envelope, box, or package with the Firm's name and address, plus the following information in the bottom left corner: **"JOPLIN BOR- BID# 2023-RFP-15, 2:00 P.M., FRIDAY, NOVEMBER 10, 2023"** All expenses for preparing and mailing/delivering proposals is the Bidder's sole responsibility.

Bidders should allow sufficient delivery time to ensure receipt of its proposal by **Friday, November 10, 2023 at 2:00 p.m.** Proposals will be date/time marked upon arrival.

Submit completed proposals and required forms/documents to:

City of Joplin
Human Resources/Risk Management Department
602 S. Main Street – 1st floor
Joplin, MO 64801
ATTN: Michelle Ducre

All forms requiring a signature must be **wet ink signed (no digital signatures)** by an authorized representative of the Bidder.

Electronic proposal submissions and signatures are not accepted.

Provide a **table of contents and marked tabs** to organize the Proposal and required documents. Place required documents in the back of the proposal and mark the table of contents and corresponding tab **Attachments**. Numbered tabs that match the table of contents are acceptable.

TABLE OF CONTENTS

I Qualifications
- Executive Summary
- Experience/References
- Staff

II Methodology (including information about secure storage of our data/business interruption plan)
III Transition and Implementation Plan (provide timeline)
IV Training and Value-Added Services (OPTIONAL)
V Cost Proposal (complete the form included in this RFP)
VI Authorized RFP Representative Signed Form

QUALIFICATIONS

EXECUTIVE SUMMARY

- Provide an executive summary indicating your understanding, expertise/experience, and commitment to providing insurance brokerage, risk and loss prevention, worker's compensation, and claims services for the City of Joplin and the BOR's innovative approach towards the management of City of Joplin programs. Specifically, share experience with municipalities or public entities with 600+ employees and similar entities listed in our organization chart (**Attachment A**).
- A summary of the firm's premium volume for the past three years by the types of coverages listed in the policies and endorsements and to also include fire, boiler and machinery, lift stations, sink holes, mineshafts, earthquake, theft, outdoor park statues, vandalism, etc. Also, for the most recent year only, for each of the above coverages, an indication of the number of policies the premium volume represents. If the broker is a branch or subsidiary office of a national or multi-office firm, the above information shall be provided for the local office only.

EXPERIENCE/REFERENCES

- Describe your firm's licensing, areas of expertise and ability to address the City's insurance, worker's compensation, risk management and loss prevention/recovery needs. Share specific experiences managing complex insurance situations, risk mitigation, worker's compensation, and disaster recovery.
- Detail your experience in insurance analysis, placement, marketing and negotiating with underwriters, pools, or other markets. List the major insurance carriers, including re-insurers and excess carriers with whom the firm does business. Evidence of the firm's relationship with the above firms will be an important factor in the evaluation process. The firm should also submit a list of carriers with whom they have binding authority, including the scope of the authority.
- Provide both a listing and reference letters from at least 5 municipalities or public agencies with similar departments comparable to the City of Joplin and/or large private firms for which your company provides services outlined in the RFP. Provide agency/company name, contact information, contract dates, dollar value of contract, premium amount, insurance lines, and services provided.

STAFF

- Provide a brief bio for all individuals (including subcontractor/TPAs) who will be assigned to the City of Joplin's account. Indicate their specific areas of expertise and years of experience in each area (insurance placement, account servicing, claims adjusting-fraud investigations- settlement authority expertise, federal and City regulations and laws, industry safety standards (DOT, FTA, FAA, Wastewater, Engineering, Health, Law Enforcement, Fire, Parks and Recreation, Planning/Zoning Building Codes/Inspections, etc.), loss prevention, RMIS, etc.). Indicate if any staff are bilingual.
- Will an experienced Account Manager be assigned to the City's accounts?

METHODOLOGY

- Provide a Statement of Work and overview of your approach to performing the Scope of Work to best serve the City of Joplin.
- Provide a detailed transition plan, actions, kick off meeting and timeline that will **ensure insurance renewal for all lines of coverage are secured and issued no later than 12:01 am on April 7, 2024**. Also include capacity to receive claim file transfers from existing TPA, if necessary, to process claim runouts.
- Identify and describe likely markets, potential carriers, insurance pools and wholesale brokers, and discuss why your firm is best positioned to represent the City with these markets.
- How will you provide information concerning new exposures, regulatory requirements, and uninsurable risk?
- Provide information about your or your TPA claims reporting system, including 24/7 toll free telephone or electronic systems available, (for worker's compensation injuries and after-hours injury is there a hotline and nurse triage)?
- How are claim audits/ reviews conducted with your firm? How is claims data verified for accuracy? What is the turnaround time for corrections?
- What is your expected response time to answer questions/inquiries from City staff?
- What is your process for auditing accuracy of the City's Workers' Compensation classification coding for First Report of Injury and annual state and NCCI filings?
- For Workers Compensation, please also include your existing services regarding nurse case management, cost control, a return-to-work coordinator and vocational rehabilitation. How do you coordinate with occupational health providers and employers to ensure efficient and appropriate employee recovery, and managing light duty recommendations rather than unnecessary loss time from work?
- Describe your liability and worker's compensation claims investigation and handling process from claims receipt, complete case file set up and secure storage, claims settlement, Alternative Dispute Resolution (ADR) or denial, litigation, cost control, subrogation, evaluating liability and damages, and assigning a fraud investigator.

- How would your firm communicate with the City and provide information about risks, claims, and settlement authority documentation to our team and attorneys?
- How does your firm ensure that the City of Joplin's records are securely stored and protected from breaches?
- What is the firm's business interruption/disaster/continuity plan? What systems are in place to back up City records and files, and recover erasures or prevent disaster-related, storm-related, or accidental or intentional destruction of records?

TRANSITION AND IMPLEMENTATION PLAN

Provide a timeline and activities (including training staff on the system), responsibilities of the City and Bidder, and required documents/files, etc. for a smooth implementation and end user experience.

TRAINING and VALUE-ADDED SERVICES

- Describe compliance, safety, and webinars/ virtual and in person training that are offered through your firm at no additional cost to the City. Is learning content customized? How often is learning video content updated?
- Does your firm provide a training portal that can assign individual employee users and assign and track training completion?
- How will you coordinate loss control/safety services desired by the City that are available at no- cost from the insurers whose policies were purchased through the broker? (facilities/ system/equipment inspections, for example, policies, programs, training resources, etc.)

EVALUATION

Evaluation and Selection Process

(a) **Proposal Review** – HR/Risk will open and review whether bids meet criteria. A selection committee comprised of the HR/Risk, Finance, Legal and two Department Representatives will meet, conduct scoring, and determine a list of finalists. All Bidders will be notified via email.

(b) **Oral Interview** - Finalists shall participate in an oral interview with the committee. Upon concluding interviews, the committee will make an award recommendation and notify Bidders.

(c) **Award/Contract** - The Joplin City Council will receive the award recommendation from the committee with supporting documents and the Council will vote to approve or reject the award. The approved Bidder ("BOR") will meet with the City to determine transition plans, finalize fees and scope of work for the contract. Both parties, once agreed on the contract terms, will sign the contract, and commence work.

(d) **Protests/Grievances** - Any Bidder who is adversely affected by the recommended award may file a protest to the Finance Director within 10 days after the award is announced.

PROPOSAL EVALUATION CRITERIA

20% **Experience/Licensing/Staff/References**
The firm must be licensed and have previous/current experience marketing, negotiating and procuring commercial lines of insurance for municipalities, universities, public agencies, or private sector organizations.

Staff – must possess skills, knowledge, licensing, education, capability to handle all aspects of insurance and claims management, and availability of professional staff to serve the City's needs.

References – based on references from 5 municipalities and/or public agencies with 500 or more employees submitted as part of RFP but can include clients not submitted.

30% **Methodology** – approach, processes, communication, and other such services that the vendor will use to conduct work outlined in RFP

50% **Cost of Services** – Pricing must contain itemized costs and "not to exceed" amount. **Use Cost/Pricing Form.**

AUTHORIZED RFP REPRESENTATIVE

Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
Licensed to do business in the State of Missouri? _____yes _____no	
Maintain a regular place of business in the State of Missouri? _____yes _____no	
Has current Error and Omissions Insurance Coverage? ____yes _____no	

Circle Y or N

Y N Are Bidders, their affiliates, subsidiaries, officers, directors, employees, and any team members or subcontractor/TPAs who will do work relating to the Scope of Services listed in the RFP currently under investigation by any governmental agency /or in the past five (5) years been convicted of a felony, or found liable for any act prohibited by City, State or Federal law in any jurisdiction, including conspiracy, theft, bribery, extortion, collusion or any other unlawful action with respect to responding to any public contract?

Y N Are any Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal banned/excluded from any procurement or non-procurement programs with the City, State or Federal government?

_____ _____

Signature Date

COST / PRICING PROPOSAL

The following describes our cost/pricing proposal to provide services specified in the Scope of Services for Insurance, Consulting, Risk and Loss Control Services, Worker's Compensation and Claims Management. Provide a narrative/explanation of other costs.

(a) Provide a FLAT FEE annual price for BOR based on the Scope of Work for insurance, administrative and risk/loss prevention/worker's compensation services. Provide monthly rate for claims services. Claims processing costs (Flat monthly fee is preferred, will consider per claim rate). Include estimate of BOR hours for each service.

(b) This fee should be full compensation for the broker's professional services and shall include all administrative, travel and other costs required by the broker to manage everything outlined in the Scope of Work and all BOR and subcontracted services.

(c) The BOR and any subcontractor/TPAs involved in this contract are strictly prohibited from receiving additional compensation/commissions. All additional compensation or commissions must be promptly returned to the City of Joplin.

(d) Failure to disclose third-party compensation agreements/understandings to the City may result in bid rejection or future contract termination.

(e) Costs and justification for recommended services outside the current scope.

(f) Provide a copy of your Professional Services Agreement or similar agreement that would best represent a contractual relationship between the Firm and the City. The City Attorney will review the Agreement. Additionally, the Broker agrees to protect, defend, hold harmless and indemnify the City, its officers, agents, and employees.

Company Name			
Service	**Average # Hours**	**Cost**	**Flat Rate**
Insurance/Admin/Documents			Annual
Risk/Loss Prevention			Annual
Claims			Monthly
Meetings/Travel			No. _____Meetings
Other: (Specify)			
	Total		

ATTACHMENT A
CITY OF JOPLIN ORGANIZATIONAL CHART

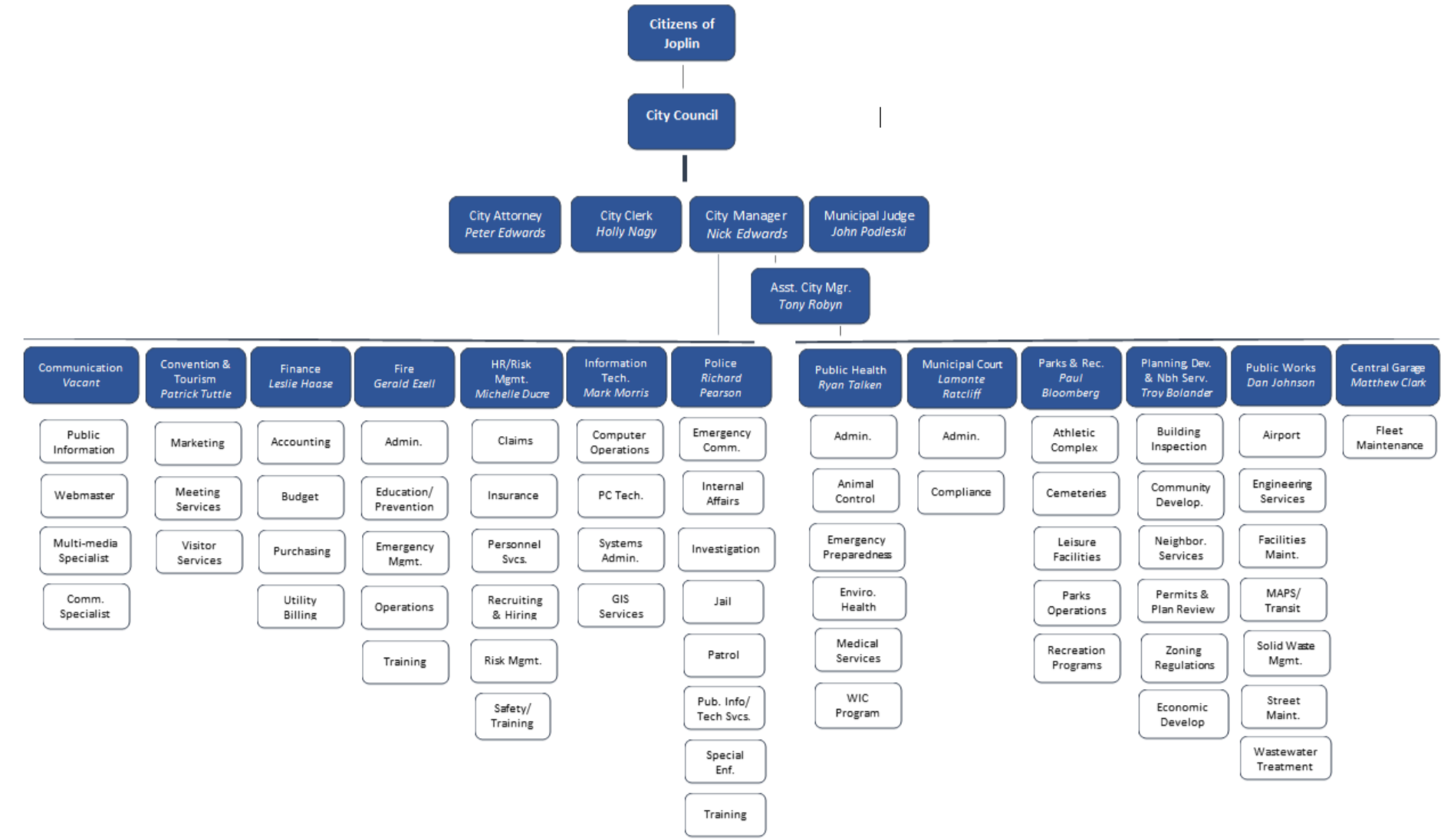


EXHIBIT 2

HIGGINBOTHAM INSURANCE AGENCY, INC.

RFP RESPONSE

Higginbotham™

Lead with Values and Value Leads.



City of Joplin RFP Proposal

RFP #: 2023-RFP-15;
PROPERTY AND CASUALTY,
RISK AND CLAIMS SERVICES

Submitted by Higginbotham
Primary Contact – Dawson Nimmo
November 10, 2023

Contents

1. Qualifications
    I. Executive Summary
    II. Experience/References
    III. Staff
2. Methodology (Including information about secure storage of our data/business interruption plan)
3. Transition and Implementation Plan
4. Training and Value-Added Services
5. Cost Proposal
6. Authorized RFP Representatives
7. Attachments



Cover Letter

To Whom It May Concern:

We at Higginbotham wish to express our appreciation for this opportunity to propose our brokerage and consulting capabilities to the City of Joplin. It is our intent to deliver our complete portfolio of insurance products, marketing resources and expert consultants per the specifications in your request for proposal, and we will demonstrate how within this response.

As one of the nation's 20 largest independent brokerage firms, Higginbotham is well equipped with the experienced professionals, market relationships and technology required for your entire insurance, risk management and financial services program. We provide access to property & liability insurance, workers compensation, employee benefits, voluntary worksite benefits, executive benefits, retirement plans, life insurance and home/auto insurance.

Higginbotham's capabilities extend far beyond insurance placement. We complement our brokerage services with year-round support in safety/loss control, contract review, claims advocacy, employee benefit communications, health risk management, HR technology, employee call response, Section 125 administration, COBRA administration and compliance—all seamlessly performed by our in-house experts.

Employee owned and customer inspired, we're an insurance and financial services broker that's family to our employees, accountable to our clients, teammates to our carriers, and generous to our communities. By using our independence to commit to transparency and demonstrate authenticity, we're a company that leads with values so value leads.

Our commitment to clients and employees alike has earned Higginbotham a reputable standing within the industry and local communities. Honors including "Agency of the Year" from National Underwriter; "25 Most Innovative Agents in America" by Rough Notes.

As proud of our endeavors as we are, our utmost concern is meeting your service expectations. Higginbotham's mission is:

"To exceed the expectations of our clients, employees, carriers and communities in a partnership to deliver a single source for insurance and financial services."

Thank you for your consideration.

Dawson Nimmo
VP, Public Entity Special Practice

Executive Summary

After 50 years in business Tim Connell elected to retire and the remaining partners elected to merge with Higginbotham. Our offices in Southwest Missouri are now a branch of the home office located in Fort Worth Texas. Paul C. Higginbotham founded a personal insurance agency in his Fort Worth neighborhood in 1940. By 1943 with World War II raging, he was called to service and sold the agency. After returning from service, he started anew in 1948, operating the firm as a sole proprietorship from a single office in Fort Worth for four decades. Ownership changed in the early 1960s when Paul's nephew Bill Stroud purchased the firm, which he managed until 1989 when current President/CEO Rusty Reid assumed leadership and implemented a broad-based employee ownership structure that continues today.

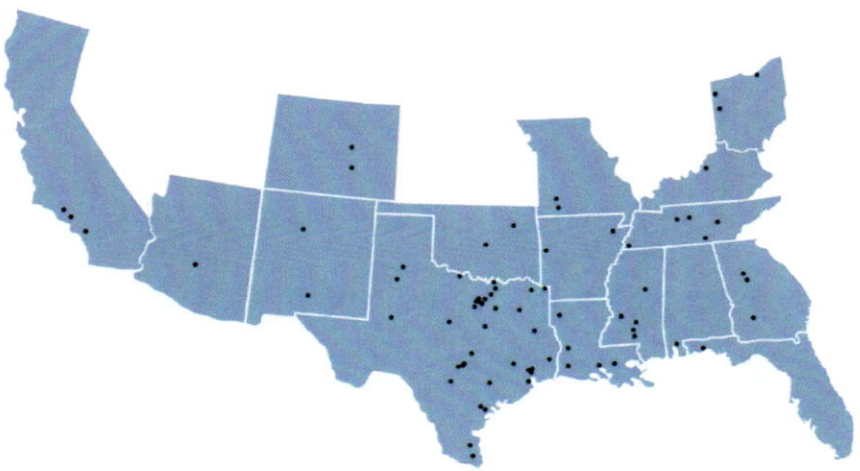
At that time, Higginbotham also expanded its product and service offering to include a full array of insurance and financial service products for businesses and individuals. During the past 30 years, the firm's capabilities have been enhanced to meet the evolving service needs of its 83,000 partners. Higginbotham now has global capabilities for the entire range of risk management and employee benefits consultation/administration.

Today Higginbotham is owned by its 1100+ employee shareholders.

Higginbotham has grown every year since 1987, with revenue figures shown below. With more than 40,000 independent insurance firms in the country, Higginbotham ranks among the largest. According to *Business Insurance*, Higginbotham was the 20th largest independent firm based on revenue from U.S. operations.

2019—$244.7 million
2020—$318.6 million
2021—$450.3 million
2022 - $578.7 million
2023 - $654.2 million (LTM 6/20/23)

Higginbotham employs more than 4,500 insurance and administrative professionals among its 100+ offices ranging from coast to coast.



Experience/References

Best Companies to Work For in Insurance – Business Insurance

Best Place for Working Parents – Best Place for Kids!

Community Outreach Project of the Year – Business Insurance

Healthiest 100 Workplaces in America – Healthiest Employers

Top Insurance Employers – Insurance Business America

7 Time Trusted Advisor Awards – Springfield Business Journal

2 Time Most Influential Women Awards – Springfield Business Journal

Small Business of the Year – Springfield Chamber of Commerce

INSURANCE BUSINESS AMERICA 2023 TOP INSURANCE EMPLOYER Insurance

BUSINESS INSURANCE. BEST PLACES TO WORK 2023

BUSINESS INSURANCE. U.S. INSURANCE AWARDS Celebrating Today. Creating Tomorrow.

20 Most Influential Women PRESENTED BY Simmons Bank MEMBER FDIC

TRUSTED Advisers Presented by SANDLER℠ presented by trustpoint

Experience/References

Higginbotham's "Single Source" service model provides a significant value proposition that differentiates our firm. We offer nearly every insurance product available in the market. The firm represents more than 200 financially sound national and regional insurance carriers, giving our clients competitive options for all coverage lines. We also offer comprehensive insurance, financial and HR services that we call Day Two Services® because we deliver them throughout the term of your insurance policies. So, there is no need for clients to engage multiple brokers and third-party administrators, thereby eliminating extraneous costs and maximizing efficiencies. Each service is performed in-house by professionals experienced in their respective practice area.

The Higginbotham Difference: Day Two Services®

Risk Management

Safety & Loss Control
We help you design safety solutions, decrease claims, lower costs and increase regulatory compliance.

Certificate Validation
Our in-house group, CertCon Services, processes and monitors the insurance certificates you require to help you avoid claims.

Claims Advocacy
We analyze claims to identify loss trends and develop best practices and when you experience a loss, we manage the entire process to ensure a fair and prompt resolution.

Contract Review
We identify the risks in our your business documents and decipher which can be insured.

Global Risk Management
Our Globex International partnership allows us to provide the same insurance and risk management services we offer locally to your globally operated business.

Risk Management Information Systems
We give you web-based loss prevention and administrative tools through your own secure portal.

Catastrophe Response
Our toll-free line is monitored 24/7 to get a start on processing your claims so you can resume normal business and personal operations as quickly as possible.

Benefits Services

24/7 Service
A dedicated account manager is familiar with your plan and available to you 24/7 to assist with eligibility, claims and billing.

Administration
In-house COBRA and Section 125 administrators allow you to save on vendor fees and reduce the time required to manage third party services.

Communications
Our benefits experts, writers and artists help employers communicate and employees understand their plans.

Employee Response Center
A support team fields employees' phone calls and answers their benefit questions.

Global Benefits Management
We help your international company identify cultural differences, legal and regulatory implications, health care trends and benefits strategies for all locations.

Health Risk Management
We design custom wellness programs to meet the needs and interests of your employees and address the goals of your company.

HR Technology
We pair you with secure automated online systems to manage their benefits enrollment and other HR tasks.

Legal/Compliance
Our compliance manager helps you interpret and comply with health care reform legislations, ERISA, HIPPA, COBRA and other regulations.

HR Services

Hands-on HR Assistance
Our dedicated HR professionals offer a flexible scope of services based on the employers' needs. Services range from HR projects and HR consulting up to full service HR support.

HR Consulting
We handle employee relations issues, compliance guidance, policy writing, job description structure, employee handbook development, and manage employee process from new hire to termination.

HR Administration
We set up a dedicated email and telephone number for employees and perform background checks, electronic new hire onboarding and employee data changes in payroll system.

Payroll Services
We offer payroll technology, payroll processing, manage benefit deductions, administer wage garnishments and payroll reporting.

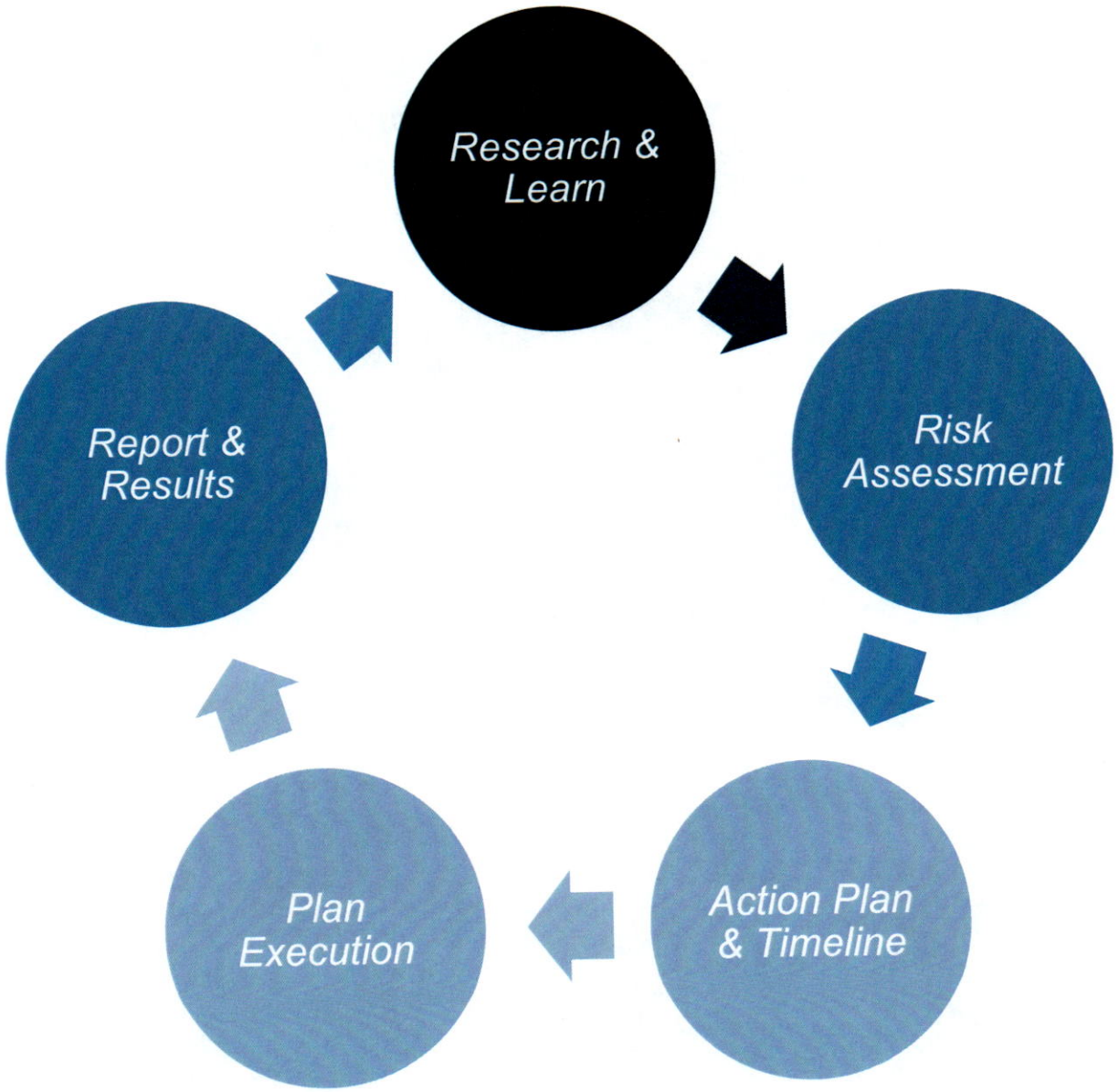
Implementation
You get a client onboarding team, project manager for proper system set up, two payroll cycle tests for accurate processing, integrated payroll system with third party software and aid in outsourced transition.

Insourcing
Employers of 200 employees or greater get a dedicated HR professional matched and deployed to your site to provide hands-on approach to your organization's needs.

HR Projects
We provide HR audits, employee handbooks, HR training, investigations, develop performance management process and compensation analysis.

Experience/References

We perform an Operational Risk Review (ORR) and policy analysis to help us understand the risks associated with a client's operations. The ORR includes onsite visits, claims trending, contract review and other data analysis, as appropriate, to determine which coverage lines and loss control services fit the client's unique risk profile. Once we have a clear picture of the existing and emerging exposures, we develop an annual service timeline that outlines our recommended risk management and insurance strategy.



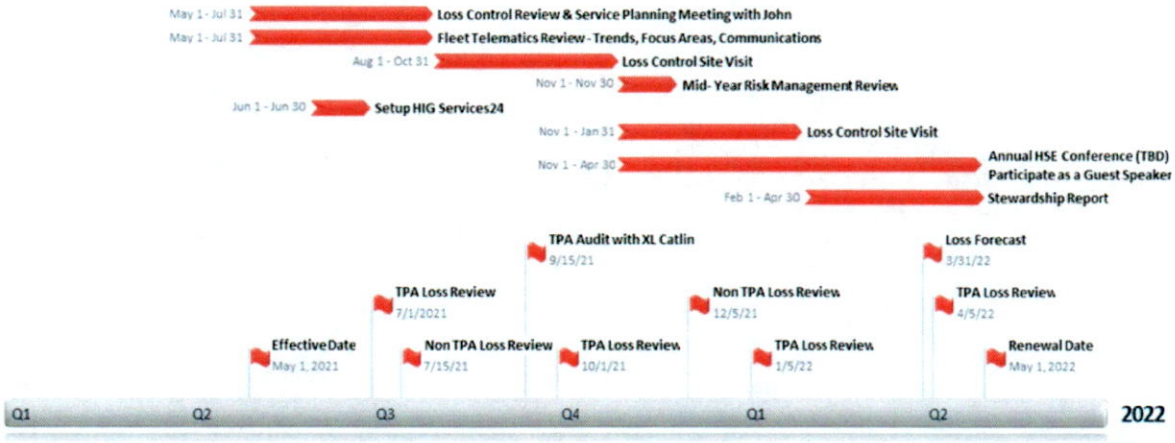
Experience/References

After performing the Operational Risk Review (ORR), this data is provided back to the partnering organization in the form of a Higginbotham Risk Analysis Score & Chart. This details the strengths and weaknesses within your risk management program to provide a roadmap of priorities to address.



Experience/References

Higginbotham is the industry leading insurance broker for the Public Sector. Our goal is to become an extension of your team by providing useful information that has been proven in the real world. We utilize many tools to accomplish this but start with an Operational Risk Review (ORR) to establish a priorities timeline. Alongside the ORR is the Day Two Service® team that can be utilized for a multitude of tasks. Our approach to strategic planning is a holistic view in hopes to make the City of Joplin a more attractable risk to insurance companies ultimately driving down insurance premiums.



By implementing various Workers Compensation programs such as light duty/return work we've been able to drive our partners experience modification rating down 52 points over a 4-year period. By doing this the client nearly cut their premiums in half.

When marketing accounts to our carrier partners bringing their loss control representatives onsite to meet with the staff, view buildings, inspect the vehicles, review policies and procedures, etc. We were able to save one partner 36% on their premiums.

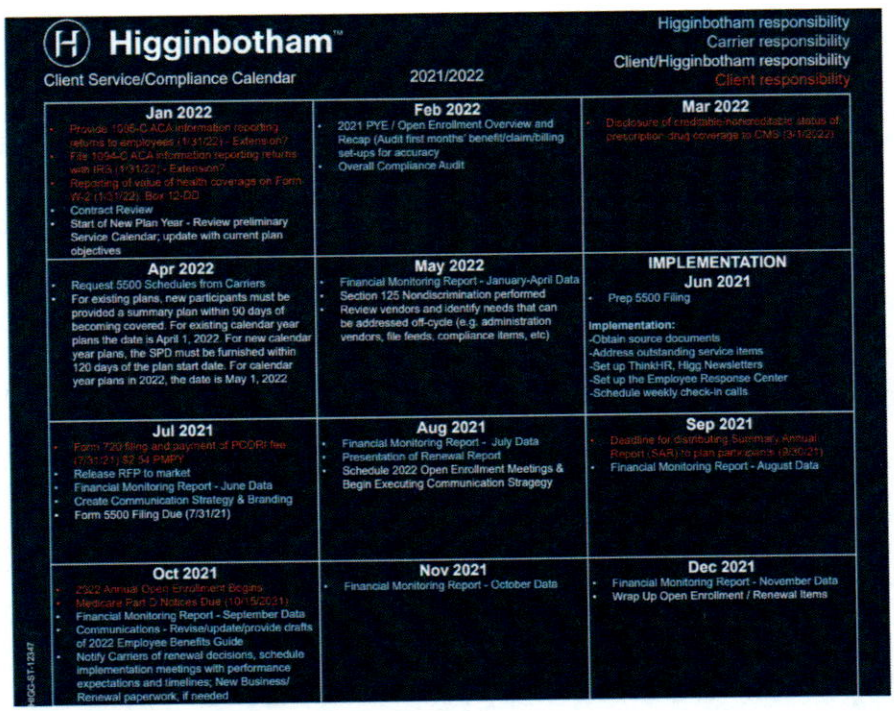
Several of our partners have received refund (Pictured below) for their front-end efforts that directly impacted their premiums.





Experience/References

Based on the discoveries in the Operational Risk Review a timeline of services to be performed will be created with the City. The service timeline created by both parties holds ourselves accountable to complete those task throughout the policy term. During our quarterly visits we will review the service timeline as well as other items such as premium forecasting, active claims, and benchmarking data.



Higginbotham

Client Service/Compliance Calendar 2021/2022

Higginbotham responsibility
Carrier responsibility
Client/Higginbotham responsibility
Client responsibility

Jan 2022
- Provide 1095-C ACA information reporting returns to employees (1/31/22) - Extension?
- File 1094-C ACA information reporting returns with IRS (1/31/22) - Extension?
- Reporting of value of health coverage on Form W-2 (1/31/22), Box 12-DD
- Contract Review
- Start of New Plan Year - Review preliminary Service Calendar; update with current plan objectives

Feb 2022
- 2021 PYE / Open Enrollment Overview and Recap (Audit first months' benefit/claim/billing set-ups for accuracy
- Overall Compliance Audit

Mar 2022
- Disclosure of creditable/noncreditable status of prescription drug coverage to CMS (3/1/2022)

Apr 2022
- Request 5500 Schedules from Carriers
- For existing plans, new participants must be provided a summary plan within 90 days of becoming covered. For existing calendar year plans the date is April 1, 2022. For new calendar year plans, the SPD must be furnished within 120 days of the plan start date. For calendar year plans in 2022, the date is May 1, 2022

May 2022
- Financial Monitoring Report - January-April Data
- Section 125 Nondiscrimination performed
- Review vendors and identify needs that can be addressed off-cycle (e.g. administration vendors, file feeds, compliance items, etc)

IMPLEMENTATION
Jun 2021
- Prep 5500 Filing

Implementation:
-Obtain source documents
-Address outstanding service items
-Set up ThinkHR, Higg Newsletters
-Set up the Employee Response Center
-Schedule weekly check-in calls

Jul 2021
- Form 720 filing and payment of PCORI fee (7/31/21) $2.54 PMPY
- Release RFP to market
- Financial Monitoring Report - June Data
- Create Communication Strategy & Branding
- Form 5500 Filing Due (7/31/21)

Aug 2021
- Financial Monitoring Report - July Data
- Presentation of Renewal Report
- Schedule 2022 Open Enrollment Meetings & Begin Executing Communication Stragegy

Sep 2021
- Deadline for distributing Summary Annual Report (SAR) to plan participants (9/30/21)
- Financial Monitoring Report - August Data

Oct 2021
- 2022 Annual Open Enrollment Begins
- Medicare Part D Notices Due (10/15/2021)
- Financial Monitoring Report - September Data
- Communications - Revise/update/provide drafts of 2022 Employee Benefits Guide
- Notify Carriers of renewal decisions, schedule implementation meetings with performance expectations and timelines; New Business/ Renewal paperwork, if needed

Nov 2021
- Financial Monitoring Report - October Data

Dec 2021
- Financial Monitorng Report - November Data
- Wrap Up Open Enrollment / Renewal Items

MGD-ST-12947

The Higginbotham Renewal Process.

We understand that every client, even within the same industry, requires a well-crafted marketing strategy. So, we take the time necessary to become familiar with a client and its unique exposures before approaching the market. Our research may include historical data gathering, property profiles and onsite visits so that we present your risks to carriers in the most favorable terms.

Once the marketing submission is prepared and reviewed with the client, it is delivered to the carrier market. After bids are received and preliminary negotiations completed, we may invite short-listed carriers to interview. Then we provide you with a marketing report that compares the carriers' bids along with our formal recommendation.

These procedures are outlined in a marketing timeline that we provide to clients at policy renewal. This timeline ensures that we have a sufficient period to examine your existing exposures and develop a strategy that will optimize the marketplace's capacity for your exposures. Our renewal process typically starts 120 days prior to the renewal date. We provide updates on market trends throughout the year to keep our clients informed on what they should expect to see on their renewal pricing.

Experience/References

The primary resources that demonstrate the improvement and effectiveness of the program at reducing risk will be derived from a benchmarking report. We can then measure our prior claims activity to our ongoing claims activity that will allow us to assess the success of the programs implemented with the City. Any other benchmarking will be determined from National Data Resources on loss ratios, e-mods, etc. to gain averages to provide comparison for the City's experience. We use the refund checks as our method of measurement for success over multiple policy periods.











Experience/References

Higginbotham is licensed in all 50 States and handles the insurance needs for several hundred Public Sector partners across the United States. As an industry leading municipalities broker, we have the capabilities to provide solutions for nearly all of City of Joplin's needs. Below are five references:

Newton County	
101 S Wood St. Neosho, MO 64850	Alan Cook, Commissioner 417-451-8223
McDonald County	
602 Main St. Pineville, MO 64856	Jessica Cole, HR Director 417-223-4662
City of Branson	
110 W. Maddux St. Branson, MO 65616	Bob Smither, Risk Manager 417-337-8555
City of Ozark	
205 N. 1st St. Ozark, MO 65721	Steve Childers, City Admin 417-581-2407
City of Camdenton	
437 W US Hwy 54 Camdenton, MO 65020	Renee Kingston, City Clerk 573-346-3600

Staff

Personnel work in teams consisting of consultants and account managers who are grouped together by practice, industry experience and location. With personnel providing account services for consecutive policy terms, we become familiar with clients' operations, and likewise, clients become familiar with their service representatives. This team approach enables the free flow of ideas and helps guarantee consistency and quality of service. All team members assigned to the City of Joplin are well versed in City operations and coverage needs.

Dawson Nimmo



Vice President, Public Entity Special Practice
(417) 545-1552, dnimmo@higginbotham.com



Billie Barker CISR

Public Entity Department Manager
(417) 973-0825, bbarker@higginbotham.com

Anna Gosserand



Senior Account Manager
(417) 973-0837, agosserand@higginbotham.com



Cameron Sosebee

Account Manager
(417) 973-0834, csosebee@higginbotham.com

Cierra Plott



Account Manager
(417) 973-0878, cplott@higginbotham.com



Lori Greene

Account Manager
(417) 973-0703, lgreene@higginbotham.com

Day Two Services® Team

Vance Lee, CSP, ARM, CRM



Managing Director of Risk Management
(214) 346-4122, vlee@higginbotham.com



Troy Koonsman, AIC

Director of Claims Operations
(817) 347-7013, tkoonsman@higginbotham.com

Michelle Jones, JD, CRIS, MLIS, CRM



Director of Contract Review
(817) 349-2306, mjones@higginbotham.com



Jordan Zobel, ARM

Director of Risk Technology & Analytics
(817) 349-2303, jzobel@higginbotham.com

Kathy Bragg-Pebley, Esq.



Director of Coverage & Litigation
(818) 287-8434, kbragg-pebley@higginbotham.com



Donna Dahlen

Assistant Director of Claims Operations
(361) 561-4280, ddahlen@higginbotham.com

Penny Wolfe, CPCU, AIC, AICM, AAI



Complex Claims Manager, Escalation Leader
(817) 349-2210, pwolfe@higginbotham.com

Claims Reporting

reportaclaim@higginbotham.com
Available 24/7 at (844) 857-5899

Statement of Work

Higginbotham will provide comprehensive insurance services, including policy consultations, coverage assessments, and claims processing, to meet the specific needs of our clients. The agency will maintain accurate and up-to-date client records, ensuring compliance with all relevant regulations and industry standards. We will continuously strive to enhance customer satisfaction through efficient communication, prompt responses, and proactive risk management solutions to safeguard our clients' assets and financial well-being.

Scope of Work

1. Market Research and Analysis: Research and analyze insurance market trends and industry dynamics. Identify emerging risks and opportunities within the insurance sector.

2. Client Needs Assessment: Meet with clients to understand their insurance requirements and risk profiles. Conduct comprehensive risk assessments to determine coverage needs.

3. Insurance Product Selection: Recommend suitable insurance products and coverage options based on client needs. Evaluate and select insurance carriers and policies that align with client objectives.

4. Proposal Preparation: Create tailored insurance proposals outlining coverage, terms, and costs. Present and explain proposals to clients, addressing any questions or concerns.

5. Placement and Policy Issuance: Facilitate the placement of selected insurance policies with underwriters and carriers. Ensure accurate and timely policy issuance and documentation.

6. Claims Management: Provide support to clients in the event of a claim, including claims reporting and advocacy. Assist clients throughout the claims process, ensuring prompt and fair resolution.

7. Risk Management: Develop and implement risk mitigation strategies for clients, such as loss control measures. Monitor and assess ongoing risks and adjust insurance coverage as necessary.

8. Compliance and Regulatory Oversight: Stay up-to-date with insurance laws, regulations, and compliance requirements. Ensure clients' insurance programs comply with all legal and regulatory obligations.

9. Client Education and Communication: Educate clients about insurance products, coverage enhancements, and policy changes. Maintain clear and open communication with clients, providing updates on policy changes and industry developments.

10. Renewal Management: Monitor policy expirations and initiate renewal processes in a timely manner. Review and negotiate policy renewals to ensure clients receive competitive terms.

11. Performance Evaluation: Periodically assess the performance of insurance policies and carrier relationships. Make recommendations for adjustments or changes based on performance data.

Scope of Work

12. Client Satisfaction: Continuously gauge client satisfaction and seek feedback to improve services. Strive to provide exceptional customer service and build lasting client relationships.

13. Reporting and Documentation: Maintain accurate records of all client interactions, policy details, and transactions. Provide regular reports to clients on policy status, claims history, and risk exposure.

14. Technology and Tools: Utilize industry-specific software and technology for efficient operations. Stay updated on digital tools and resources for better client service.

15. Professional Development: Invest in ongoing training and professional development for agency staff. Ensure staff is well-versed in the latest insurance industry practices and trends.

Identify and describe likely market, potential carriers, insurance pools and wholesale brokers, and discuss why your firm is best positioned to represent the City with these markets.

As an independent brokerage firm, Higginbotham is not obligated to promote any one product, carrier or program. We represent more than 200 financially sound (rated A- and better by A.M. Best) standard and excess national and regional property/casualty carriers, giving our clients competitive options for all coverage lines. With our size, we place hundreds of millions in premium dollars annually. Multiple carriers have given our firm preferred designation in response to our high business volume, sound underwriter relationships and ethical practices. We leverage these designations to negotiate favorable terms and pricing for our clients when appropriate.

How will you provide information concerning new exposures, regulatory requirements, and uninsurable risk?

We will provide information concerning new exposures, regulatory requirements, and uninsurable risk the moment we receive them. The initial contact will be through email, if a more in-depth conversation is needed an in person or virtual visit will be scheduled for the next available date.

Provide information about your or your TPA claims reporting system, including 24/7 toll free telephone or electronic systems available, (for workers compensation injuries and after-hours injury is there a hotline and nurse triage)?

We have several TPA partners that can provide a claims reporting system, 24/7 toll free telephone, electronic systems, and a 24/7 nurse triage. Once award the broker of record contract Higginbotham will schedule interviews with various TPA's for the City to elect the best fit moving forward.

How are claim audits/reviews conducted with your firm? How is claims data verified for accuracy? What is the turnaround time for corrections?

Higginbotham employs a staff of licensed claims representatives who each specialize in designated lines of coverage and report claims on behalf of our clients. We follow a best practices model to ensure your claim is assigned to an adjuster and contact made with you in an acceptable timeframe. Periodical status updates are obtained showing progress and customer service is monitored to avoid unnecessary delays for a timely resolution of your claims. The claims department supervisor and consultant for the City are responsible for verifying accuracy of information and if a correction is needed that is handled immediately after discovery.

We conduct monthly claims reviews that provide an analysis of your loss experience and recommended risk control initiatives to curb loss trends. Our claims analyst is available to discuss the conclusions of the claims review and assist in the execution of risk management planning. We also provide consultation for large or complex losses as they occur.

What is your expected response time to answer questions/inquires from City Staff?

City Staff will receive a response within one hour from a team member assigned to the City of Joplin.

What is your process for auditing accuracy of the City's Workers' Compensation classification coding for First Report of Injury and annual state of NCCI filings?

Our process for auditing the City's Workers' Compensation classification coding involves a thorough examination of the First Report of Injury and NCCI filings. We begin by reviewing all documentation to ensure that the classifications accurately reflect the job roles and associated risks within the City's workforce. This includes verifying that the NCCI codes align with the specific duties performed by employees. We also scrutinize any changes or updates to the classifications to make certain they comply with state regulations and that the City is not overpaying on premiums. Our goal is to provide you with a meticulous analysis, helping the City optimize its Workers' Compensation coverage while minimizing unnecessary expenses.

For Workers Compensation, please also include your existing services regarding nurse case management, cost control, a return-to-work coordinator and vocational rehabilitation. How do you coordinate with occupational health providers and employers to ensure efficient and appropriate employee recovery, and managing light duty recommendations rather than unnecessary loss time from work?

We offer a comprehensive Workers Compensation solution that ensures the well-being of your employees while reducing costs. Our partners specialize in nurse case management, cost control, return-to-work coordination, and vocational rehabilitation. Our agency oversees and manages these services to ensure your peace of mind. We work closely with occupational health providers and employers to establish efficient and effective recovery plans, minimizing unnecessary loss time from work. By coordinating care and managing light duty recommendations, we aim to keep your employees healthy, productive, and your Workers Compensation expenses in check.

Describe your liability and worker's compensation claims investigation and handling process from claims receipt, complete case file set up and secure storage, claims settlement, Alternative Dispute Resolution (ADR) or denial, litigation, cost control, subrogation, evaluating liability and damages, and assigning a fraud investigator.

Our agency partners with specialized third-party experts to handle liability and worker's compensation claims. When a claim is received, our team initiates the process, ensuring all necessary information is collected and assessed for potential liability. We maintain complete case files, securely storing all documentation for reference and compliance.

Our third-party partners excel in claims settlement, often utilizing Alternative Dispute Resolution (ADR) methods to expedite resolution, but if necessary, they can guide clients through litigation. Their focus is on cost control, diligently assessing claims to minimize expenses. They also explore subrogation opportunities to recover costs from responsible parties.

Evaluating liability and damages is a meticulous process, ensuring our clients receive fair settlements. In cases where fraud is suspected, our partners can assign specialized fraud investigators to protect our clients' interests. Rest assured, our agency takes full responsibility for overseeing this process and safeguarding our clients' best interests throughout the claims management journey.

How would your firm communicate with the City and provide information about risks, claims, and settlement authority documentation to our team and attorneys?

All communication will be conducted through a secure email channel for documentation purposes. If a phone call, in-person, or virtual meeting is conducted a follow up email recapping the conversation will be sent to all parties involved within 24 hours.

How does your firm ensure that the City of Joplin's records are securely stored and protected from breaches?

Our agency takes data security seriously. We utilize the EPIC database system, known for its robust security features. Additionally, we implement strict access controls, encryption, and regular system updates to safeguard data from breaches. Our team undergoes continuous training to stay informed about the latest security threats and best practices, ensuring we maintain a high level of protection for our clients' records. Rest assured, your data's security is a top priority for us, and we're committed to keeping it safe.

What is the firm's business interruption/disaster/continuity plan? What systems are in place to back up City records and files, and recover erasures or prevent disaster-related, storm-related, or accidental or intentional destruction of records?

When it comes to safeguarding the City's records and ensuring the continuity of operations, we prioritize security and preparedness. We utilize the EPIC database system to maintain accurate records and ensure efficient service. In terms of business interruption and disaster recovery, our agency has a robust continuity plan in place. We employ advanced backup systems and cloud solutions to protect against data loss and facilitate recovery in the event of disasters, storms, or any accidental or intentional record destruction. Our commitment is to provide you with peace of mind, knowing that your vital records and information are secure and accessible when you need them most.

Action	Anticipated Date of Completion	Responsible Parties
Award BOR	Week of Dec. 18th	City of Joplin
Collect Policies & Claims File	Week of Dec. 18th	City of Joplin & Higginbotham
Transition Meeting	Week of Jan. 2nd	City of Joplin & Higginbotham
Carrier Marketing & Negotiation	Jan. 8th - March 1st	Higginbotham
Present Proposals	Week of March 4th	Higginbotham
Implement Selected Carrier Partners	Week of April 1st	City of Joplin & Higginbotham
Action Items from ORR	Ongoing	City of Joplin & Higginbotham

Describe compliance, safety, and webinars/virtual and in person training that are offered through your firm at no additional cost to the City. Is learning content customized? How often is learning video content updated?

The chart below provides information regarding services that are available to the City at no additional cost. Our Learning Management System content can be customized and is updated with new content on a weekly basis.

Safety & Loss Control	Claims Advocacy	Contract Review
Risk Management Gap Analysis	Incident Consultations	**Attorney Review:**
OSHA Compliance	24/7 Loss Reporting	Indemnification Agreements
DOT Compliance/CAB Reports	Claims Oversight	State Anti-Indemnity Acts
Safeland PEC Training	Coverage Advocacy	Antiquated Insurance
Site Assessments	Litigation Support	Requirements
Program Review/Development	Claims Reviews	Defense and Release Provisions
Safety Training Resources	Business Interruption Support	Control of Risk Issues During
Work Eligibility Support	Catastrophe Response Support	Development/Construction
Loss Source Analysis/ Performance Measurement	Safety Enhancement	Assumption of Liabilities and Coverage Implications
Business Continuity/Disaster Preparedness	Regulatory Compliance	
Insurance Carrier Coordination	Carrier Service Coordination	

Analytics	Risk Management Information Systems
Custom Risk Analysis	Sample Policies/Procedures
Experience Modifier Analysis and Forecasting	Training Resources
Loss Forecasting	HR Resources
Benchmarking	Learning Management System (LMS)
Collateral Requirement Evaluations	500+ Streaming Videos

Does you firm provide a training portal that can assign individual employee users and assign and track training completion?

We supplement our risk management consulting with practical technology solutions powered by Zywave and Succeed Management Solutions, both industry-leading insurance software developers. Both systems allow trainings to be assigned and progress to be tracked.

MyWavePortal®—This website is your hub for resources allowing you to efficiently manage your risk management program. Your MyWavePortal® is fully personalized to put time-saving tools at your fingertips. You have access to a searchable library of industry-specific safety communications like manuals, newsletters and posters, benchmark surveys and an interactive community of industry peers from across the country for questions and answers. The site is also your link to Zywave's other technology tools.

Collaboration Center—We can post custom documents to your MyWavePortal® for you to download, modify and post back to the site for us to see. It allows for a seamless exchange of timely and relevant information.

Risk Management Center—The aptly named Center is a repository of tools that empowers you to proactively manage your risk exposures and reduce claims, losses and associated costs. Importing your claims data into the Center reveals the root causes of your losses through vivid reports that we use as the basis to develop appropriate workplace safety programs. The suite also includes a bilingual safety library and programs for certificate of insurance tracking, employee training and certification tracking, job description building and safety data sheet management.

How will you coordinate loss control/safety services desired by the City that are available to no-cost from the insurers whose policies were purchases through the broker? (facilities/system/equipment inspections/ for example policies programs, training, resources, etc.)

To best serve your self-insured needs, we'll proactively coordinate and facilitate loss control and safety services on your behalf. We understand that the City desires such services, and we've already established relationships with insurers who offer these services at no cost. We will work closely with these insurers to ensure you have access to a range of valuable resources, including facility, system, and equipment inspections, policy programs, training, and more. Our role is to act as a liaison, ensuring you receive the maximum benefit from your insurance policies, while we oversee and manage these services, allowing you to focus on your core business operations without any added hassle. With our support, the City confidently maintain a safe and risk-averse environment for your City.

COST / PRICING PROPOSAL

The following describes our cost/pricing proposal to provide services specified in the Scope of Services for Insurance, Consulting, Risk and Loss Control Services, Worker's Compensation and Claims Management. Provide a narrative/explanation of other costs.

(a) Provide a FLAT FEE annual price for BOR based on the Scope of Work for insurance, administrative and risk/loss prevention/worker's compensation services. Provide monthly rate for claims services. Claims processing costs (Flat monthly fee is preferred, will consider per claim rate). Include estimate of BOR hours for each service.

(b) This fee should be full compensation for the broker's professional services and shall include all administrative, travel and other costs required by the broker to manage everything outlined in the Scope of Work and all BOR and subcontracted services.

(c) The BOR and any subcontractor/TPAs involved in this contract are strictly prohibited from receiving additional compensation/commissions. All additional compensation or commissions must be promptly returned to the City of Joplin.

(d) Failure to disclose third-party compensation agreements/understandings to the City may result in bid rejection or future contract termination.

(e) Costs and justification for recommended services outside the current scope.

(f) Provide a copy of your Professional Services Agreement or similar agreement that would best represent a contractual relationship between the Firm and the City. The City Attorney will review the Agreement. Additionally, the Broker agrees to protect, defend, hold harmless and indemnify the City, its officers, agents, and employees.

Company Name			
Service	**Average # Hours**	**Cost**	**Flat Rate**
Insurance/Admin/Documents	400	30,000	Annual
Risk/Loss Prevention	400	30,000	Annual
Claims	TPA contract is separate from BOR		Monthly
Meetings/Travel	included	included	No. ∞ Meetings
Other: (Specify)			
	Total	$60,000	

COST / PRICING PROPOSAL

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Insurance/Admin/Documents	400	30,000	Annual
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Claims	TPA contract is separate from BOR		Monthly
Meetings/Travel	included	included	No. ∞ Meetings
Other: (Specify)			
	Total	$60,000	

AUTHORIZED RFP REPRESENTATIVE

Printed Name: William Dawson Nimmo	Title: VP, Public Entity Special Practice
Company Name: Higginbotham	
Mailing Address: PO Box 1840	
City, State, Zip: Branson, MO, 65616	
Phone No.: 417-885-1175	Federal Employer ID No.: 26-0879999
Fax No.: 417-334-4906	E-Mail Address: drimmo@higginbotham.com
Circle one: Individual Partnership (Corporation)	
Licensed to do business in the State of Missouri? ✓ yes ____ no	
Maintain a regular place of business in the State of Missouri? ✓ yes ____ no	
Has current Error and Omissions Insurance Coverage? ✓ yes ____ no	

Circle Y or N

Y (N) Are Bidders, their affiliates, subsidiaries, officers, directors, employees, and any team members or subcontractor/TPAs who will do work relating to the Scope of Services listed in the RFP currently under investigation by any governmental agency /or in the past five (5) years been convicted of a felony, or found liable for any act prohibited by City, State or Federal law in any jurisdiction, including conspiracy, theft, bribery, extortion, collusion or any other unlawful action with respect to responding to any public contract?

Y (N) Are any Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal banned/excluded from any procurement or non-procurement programs with the City, State or Federal government?

Signature

11/8/23
Date

AUTHORIZED RFP REPRESENTATIVE

Printed Name	Title
William Dawson Nimmo	VP, Public Entity Special Practice
Company Name: Higginbotham	
Mailing Address: PO Box 1840	
City, State, Zip: Branson, MO, 65616	
Phone No.: 417-885-1175	Federal Employer ID No.: 26-0879999
Fax No.: 417-334-4906	E-Mail Address: dnimmo@higginbotham.com
Circle one: Individual Partnership (Corporation)	
Licensed to do business in the State of Missouri? ✓ yes ____ no	
Maintain a regular place of business in the State of Missouri? ✓ yes ____ no	
Has current Error and Omissions Insurance Coverage? ✓ yes ____ no	

Circle Y or N

Y (N) Are Bidders, their affiliates, subsidiaries, officers, directors, employees, and any team members or subcontractor/TPAs who will do work relating to the Scope of Services listed in the RFP currently under investigation by any governmental agency /or in the past five (5) years been convicted of a felony, or found liable for any act prohibited by City, State or Federal law in any jurisdiction, including conspiracy, theft, bribery, extortion, collusion or any other unlawful action with respect to responding to any public contract?

Y (N) Are any Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal banned/excluded from any procurement or non-procurement programs with the City, State or Federal government?

Signature

11/8/23
Date

Missouri Business License

CITY OF Springfield

BUSINESS LICENSE

CITY OF SPRINGFIELD, MISSOURI

2023

CODE	LICENSE NO.
F2079	BUS2014-00824

CONNELL INSURANCE INC
PO BOX 1840
BRANSON, MO 65615

PURSUANT TO CITY ORDINANCE AND CONDITIONED UPON PAYMENT OF THE REQUESTED FEE AND TAX DUE, SUBJECT TO AUDIT AND ZONING REQUIREMENTS LICENSE IS HEREBY GRANTED FOR THE TERM AND PURPOSE STATED.

LICENSED LOCATION:
909 E REPUBLIC RD D D
SPRINGFIELD, MO 65807

POST AT LICENSED LOCATION

F2079 - INSURANCE AGENTS

License expires: **12/31/2023**

Director of Finance

Payment Receipt

Transaction Date: 1/27/2023 1:41:17 PM **Payer Name:** CONNELL INSURANCE INC

Cashier: MJACKSON

Receipt #: 84894

Permit Number	Charge Description	Qty	Unit Price	Sub Total	Amount Due	Amount Paid
BUS2014-00824	Fee: BUS(Occupational - Renewal)	1		$220.00	$220.00	$220.00
	Total			**$220.00**	**$220.00**	**$220.00**

Payment Tender	Payment ID	Authorization #	Amount Paid
Check	43568		$220.00
Total Paid			**$220.00**

Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	**CONTACT NAME:** Janna Gonzalez, Certificate CSR **PHONE (A/C, No, Ext):** 817-349-2384 **FAX (A/C, No):** 817-347-6981 **E-MAIL ADDRESS:** jgonzalez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Aspen American Insurance Company	43460
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED HIGGINS-01
Higginbotham Insurance Agency, Inc. et al
E & O
500 W. 13th Street
Fort Worth TX 76102

COVERAGES **CERTIFICATE NUMBER:** 1506755338 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Liability			ASP2262580622	3/25/2022	3/25/2023	$10,000,000 $10,000,000 $150,000	Occurrence Aggregate Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Higginbotham Insurance Agency, Inc dba Connell Insurance is insured under the captioned policy

CERTIFICATE HOLDER

For Informational Purposes Only
Not To Be Altered

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Insurance Licenses

State of Missouri

License No: 309755 | Insurance License | NPN: 7697508

BILLIE JO BARKER

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Property	05/28/2003	05/28/2023
	Casualty	05/28/2003	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
MO Dept. of Commerce and Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
http://www.insurance.mo.gov

Insurance Licenses

State of Missouri

License No: 8374371 | Insurance License | NPN: 17906835

CHASE R MARABLE

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Life	11/29/2016	08/07/2024
	Accident and Health or Sickness	11/29/2016	
	Property	04/08/2016	
	Casualty	04/08/2016	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
MO Dept. of Commerce and Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
http://www.insurance.mo.gov

Insurance Licenses

State of Missouri

License No: 3001129400 — Insurance License — NPN: 19755485

WILLIAM DAWSON NIMMO

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Casualty	12/31/2020	08/29/2023
	Property	12/31/2020	
	Accident and Health or Sickness	01/19/2021	
	Life	01/19/2021	
	Travel	01/19/2021	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
MO Dept. of Commerce and Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
http://www.insurance.mo.gov

Insurance Licenses

State of Missouri

License No: 3001121730 — Insurance License — NPN: 19746986

ANNA JO GOSSERAND

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Casualty	12/21/2020	11/20/2023
	Property	12/21/2020	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
MO Dept. of Commerce and Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
http://www.insurance.mo.gov

Insurance Licenses

State of Missouri

License No: 3001936384 Insurance License NPN: 20329333

CAMERON SULLIVAN SOSEBEE

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Title	07/29/2022	12/26/2024
	Casualty	01/24/2023	
	Property	01/24/2023	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
MO Dept. of Commerce and Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
http://www.insurance.mo.gov

Insurance Licenses

State of Missouri

License No: 3002378288 — Insurance License — NPN: 20617790

CIERRA JORDAN PLOTT

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Casualty	02/15/2023	08/23/2025
	Property	02/15/2023	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
MO Dept. of Commerce and Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
http://www.insurance.mo.gov

Insurance Licenses

State of Missouri

License No: 3002751193 Insurance License NPN: 20868734

LORI LANE GREENE

Is hereby authorized to transact business in accordance with the license description below:

LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EXPIRATION DATE
Insurance Producer	Casualty	09/29/2023	09/12/2026
	Property	09/29/2023	

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The individual must complete continuing education, if applicable, renew the license, and pay fees as required by Missouri Statutes prior to the expiration date.

For questions regarding a license, contact:
MO Dept. of Commerce and Insurance 573-751-3518
or E-mail: licensing@insurance.mo.gov
http://www.insurance.mo.gov

National Agency of Month – March 2022

SPECIALTY LINES MARKETS: INSURING MUNICIPALITIES
PROFESSIONAL DEVELOPMENT: AGENCY PODCAST NETWORK
BROKEN GLASS: POWER, PASSION, AND PURPOSE
THE YOUNG PRO-FILES: FROM THE GROUND UP

Our 144th Anniversary

Rough Notes

INSURANCE AGENTS & BROKERS MARKETING • PRODUCTS • MANAGEMENT • COVERAGES • MARKETS

MARCH 2022



AGENCY OF THE MONTH:

MISSOURI-BASED AGENCY GROWS WITH BRANSON AND THEN BEYOND

ALSO: MENTAL HEALTH SUPPORT IN EVERYDAY INTERACTIONS

Upcoming Quarterly HR Seminar

Higginbotham Seminar Series Presents

2024 HR SAFARI: EXPLORING THE WILD WORLD OF HR TOPICS



Feb 23, 2024

8:30AM-NOON

Branson Convention Center

GUEST SPEAKER:

ELIZABETH WENTE

PARTNER, SPENCER FANE LLP

Register Here

Higginbotham™
Insurance and Financial Services

Letter of Recommendation – City of Camdenton

CITY OF CAMDENTON

437 West US Hwy 54, Camdenton, Missouri 65020
573-346-3600 Fax 573-346-2926 E-mail – cityhall@camdentoncity.com

January 23, 2023

To Whom It May Concern,

The City of Camdenton recently moved to Higginbotham Insurance for our insurance needs. The transition has been very smooth. We have been very pleased with the response and attention that has been shown to the City.

As in most small cities and organizations it is hard to hire a full time HR professional and we struggled with needing advice occasionally. The package that Higginbotham brings to the table is top notch and we could not be more pleased with the support we have been given in this area.

I would recommend their products and services to other organizations looking to be more efficient and effective within their scope of business.

Sincerely,

Renée Kingston

Renée Kingston, MMC/MPCC
Assistant City Administrator/Clerk

Letter of Recommendation – City of Ozark

To Whom It May Concern:

Through my experiences with Connell Insurance, Inc., they have proven to be an industry leader for commercial insurance and group benefits. Not only are they experts in their respective industries and offer competitive pricing, their risk mitigation services such as Human Resources and Work Comp set them apart from other agencies. We have taken advantage of these services which has saved our organization both time and money.

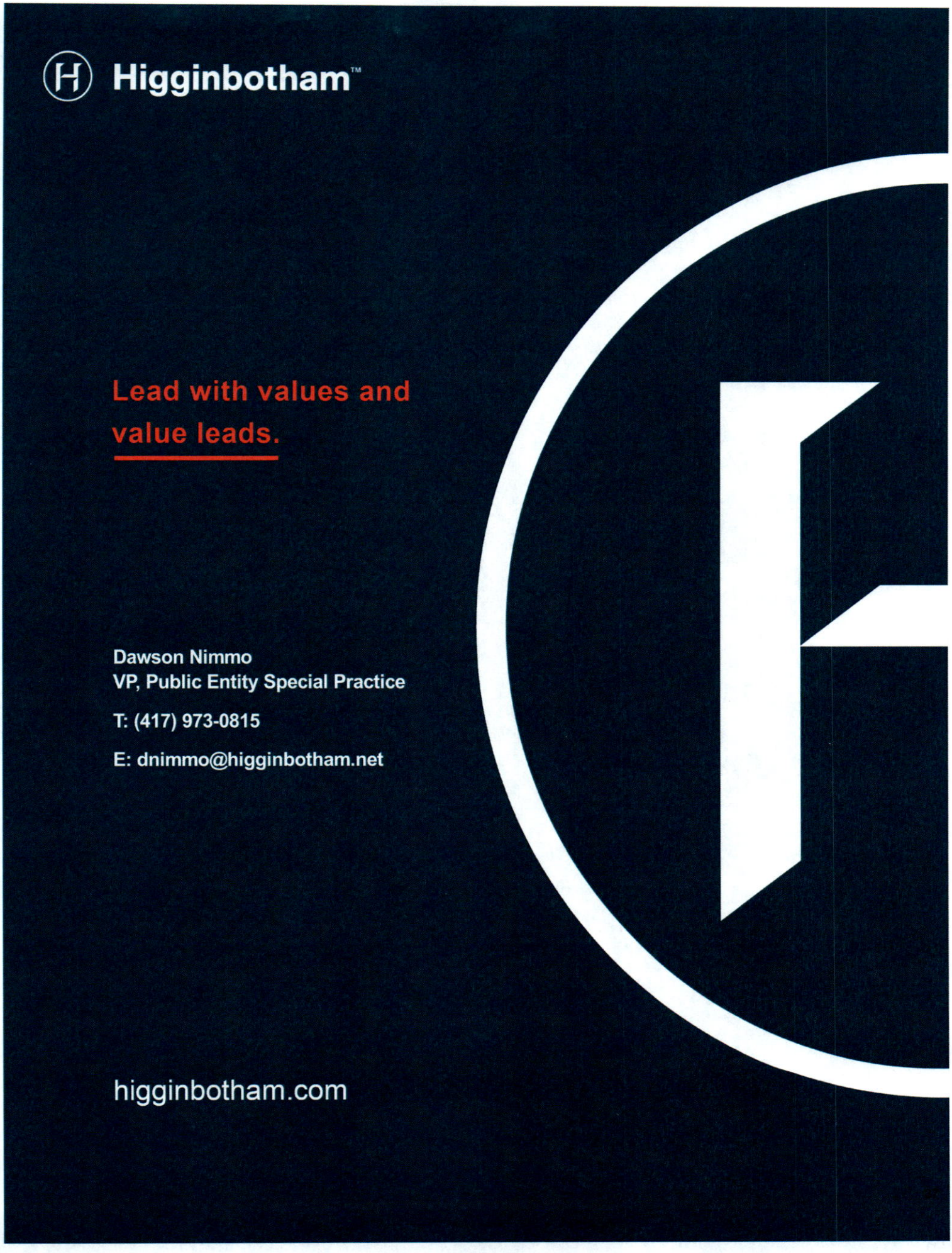
It is certainly a benefit that they are willing to invest these resources in their business partners to ensure a long-term, successful relationship. I would recommend their products and services to other organizations looking to be more efficient and effective within their scope of business.

Respectfully,

Steve Childers

Steve Childers,

City Administrator


Higginbotham™
Lead with values and value leads.
Dawson Nimmo
VP, Public Entity Special Practice
T: (417) 973-0815
E: dnimmo@higginbotham.net
higginbotham.com

CITY OF JOPLIN
JOPLIN INSURANCE BROKER OF RECORD, RFP# 2023-RFP15
PRELIMINARY OVERALL AVERAGE SCORE

VENDOR NAME	COMMITTEE SCORES				OVERALL AVG SCORE
Higginbotham	80.5	85.5	59.5	80.5	76.50
Gallagher	93	97	85	93	92.00
IMA	30	35	20	36	30.25

PROPOSAL EVALUATION CRITERIA

20% **Experience/Licensing/Staff/References**
The firm must be licensed and have previous/current experience marketing, negotiating and procuring commercial lines of insurance for municipalities, universities, public agencies, or private sector organizations.

Staff – must possess skills, knowledge, licensing, education, capability to handle all aspects of insurance and claims management, and availability of professional staff to serve the City's needs.

References – based on references from 5 municipalities and/or public agencies with 500 or more employees submitted as part of RFP but can include clients not submitted.

30% **Methodology** – approach, processes, communication, and other such services that the vendor will use to conduct work outlined in RFP

50% **Cost of Services** – Pricing must contain itemized costs and "not to exceed" amount. **Use Cost/Pricing Form.**

Costs: Insurance/Admin/Documents/Risk & Loss Prevention, Meetings/Travel, Other
TPA Claims costs are not included - will be considered after Insurance Broker is selected

Annual Cost	3 years Cost	NOTES
$60,000	$180,000	Liability claims through Midwest Public Risk - City would like to consider
$50,000	$150,000	Liability claims through Midwest Public Risk - City would like to consider
$90,000	$270,000	Claims included in the total; also $20,000 is for case manager for WC claims

Name	Cost Points
Gallagher	50
IMA	0
Higginbotham	37.5

After interview, committee unanimously selected Higginbotham Insurance Agency

COUNCIL BILL NO. 2024-600 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Higginbotham Inc., for the purpose of professional brokering and other loss control services not to exceed price of Sixty Thousand Dollars ($60,000.00) per year, for a three (3) year contract term; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City's current professional brokering and other loss control services through Arthur J. Gallagher Risk Management Services end December 31, 2023; and

WHEREAS, the City issued RFP #2023-15 on October 13, 2023 and three (3) firms submitted bid proposals for the City to review; and

WHEREAS, the City graded the proposals and the City's review panel interviewed two (2) of the firms; and

WHEREAS, the City has selected the proposal submitted by Higginbotham; and

WHEREAS, the City desires to move forward with Higginbotham as its professional insurance broker.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Higginbotham Inc., for the purpose of professional brokering and other loss control services not to exceed price of SIXTY THOUSAND and 00/100 Dollars ($60,000.00) PER YEAR, for a three (3) year contract term; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin., a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin.

Section 3. That this Ordinance is declared by the City Council to be an emergency within the meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately upon its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-542 – Approving the Salary Administration Plan for Classified and Unclassified positions

MEETING DATE
December 18, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-542 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions effective November 1, 2024.

BACKGROUND
During the budget work sessions, City Council informally approved a 2% inflation adjustment (COLA) to the Salary Administration Plan for general, police and fire employees, effective November 1, 2023. Additionally, Council moved to increase the general steps from 2.5% to 3%. City Council adopted said pay plans with the 2% inflation adjustment and 3% steps for general employees on October 16, 2023. City Council has now indicated the desire to discuss changing the steps for general employees back to 2.5% from 3%, reflecting a one-year change only.

In order to grant the step increases that have already begun throughout the remainder of the fiscal year, the current pay plan is required to remain in place through October 31, 2023. Therefore, this council bill adopts a new Salary Administration Plan for Classified and Unclassified general employees effective November 1, 2024.

This change will again result in pay for general employees falling in between steps. Consequently, if step increases are granted for fiscal year 2025, general employees will receive the increment to move them to the closest step, plus their corresponding 2.5% step increase on their anniversary date. The cost impact of this will not be known until the FY2025 budget is developed due to changes in personnel that occur throughout the year. It took an estimated two weeks of staff time to implement the change in step plan for November 1, 2023.

FUNDING SOURCE
This item will be included in the FY2025 Budget. The cost impact is unknown at this time.

RECOMMENDATION

Staff makes no recommendation and presents this for council consideration on first reading.

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2024

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
N1	Cook	$ 13.923	$ 14.271	$ 14.628	$ 14.994	$ 15.368	$ 15.753	$ 16.146	$ 16.550	$ 16.964	$ 17.388	$ 17.823	$ 18.268	$ 18.725	$ 19.193	$ 19.673	$ 20.165	$ 20.669	
	Court Assistant I	$ 28,960	$ 29,684	$ 30,426	$ 31,187	$ 31,966	$ 32,765	$ 33,585	$ 34,424	$ 35,285	$ 36,167	$ 37,071	$ 37,998	$ 38,948	$ 39,921	$ 40,919	$ 41,942	$ 42,991	
	Custodian																		
	Transit Dispatcher																		
N2	Administrative Assistant	$ 15.037	$ 15.413	$ 15.798	$ 16.193	$ 16.598	$ 17.013	$ 17.438	$ 17.874	$ 18.321	$ 18.779	$ 19.248	$ 19.730	$ 20.223	$ 20.728	$ 21.247	$ 21.778	$ 22.322	
	Breastfeeding Peer Counselor Coordinator	$ 31,277	$ 32,059	$ 32,860	$ 33,682	$ 34,524	$ 35,387	$ 36,271	$ 37,178	$ 38,108	$ 39,060	$ 40,037	$ 41,038	$ 42,064	$ 43,115	$ 44,193	$ 45,298	$ 46,430	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
	WIC Certifier																		
N3	Automotive Service Worker	$ 16.240	$ 16.646	$ 17.062	$ 17.488	$ 17.926	$ 18.374	$ 18.833	$ 19.304	$ 19.787	$ 20.281	$ 20.788	$ 21.308	$ 21.841	$ 22.387	$ 22.946	$ 23.520	$ 24.108	
	Court Assistant II	$ 33,779	$ 34,623	$ 35,489	$ 36,376	$ 37,285	$ 38,218	$ 39,173	$ 40,152	$ 41,156	$ 42,185	$ 43,240	$ 44,321	$ 45,429	$ 46,564	$ 47,728	$ 48,922	$ 50,145	
	Engineering Assistant																		
	Laborer II																		
	Recreation Leader																		
	Transit Driver II																		
N4	Accounting Specialist	$ 17.539	$ 17.977	$ 18.427	$ 18.888	$ 19.360	$ 19.844	$ 20.340	$ 20.848	$ 21.370	$ 21.904	$ 22.451	$ 23.013	$ 23.588	$ 24.178	$ 24.782	$ 25.402	$ 26.037	
	Airport Operations Worker	$ 36,481	$ 37,393	$ 38,328	$ 39,286	$ 40,268	$ 41,275	$ 42,307	$ 43,365	$ 44,449	$ 45,560	$ 46,699	$ 47,866	$ 49,063	$ 50,290	$ 51,547	$ 52,835	$ 54,156	
	Assistant City Clerk																		
	Communications Specialist																		
	Court Compliance Officer II																		
	Crime Analyst/Accreditation Coordinator																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	HR Specialist																		
	Interactive Communications Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Public Safety Communications Operator I																		
	Recreation Coordinator																		
	Transit Driver III																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2024
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
	Wastewater Laboratory Technician																		
	Wastewater Plant Operator																		
	Wastewater Plant Utility Worker																		
N10	Airport Police Officer	$ 19.293	$ 19.775	$ 20.270	$ 20.776	$ 21.296	$ 21.828	$ 22.374	$ 22.933	$ 23.506	$ 24.094	$ 24.697	$ 25.314	$ 25.947	$ 26.595	$ 27.260	$ 27.942	$ 28.640	
	Animal Control Officer	$ 40,129	$ 41,132	$ 42,161	$ 43,215	$ 44,295	$ 45,402	$ 46,538	$ 47,701	$ 48,893	$ 50,116	$ 51,369	$ 52,653	$ 53,969	$ 55,318	$ 56,701	$ 58,119	$ 59,572	
	Building Inspector																		
	Building Maintenance Technician																		
	Construction Inspector																		
	Detention Officer																		
	Environmental Public Health Specialist I																		
	Executive Asst/Secretary to City Manager																		
	Heavy Equipment Operator																		
	Parks Facilities Maintenance Technician																		
	Public Safety Communications Operator II																		
	Traffic, Markings and Sign Technician																		
N11	Automotive Technician II	$ 21.222	$ 21.753	$ 22.297	$ 22.854	$ 23.425	$ 24.011	$ 24.611	$ 25.226	$ 25.857	$ 26.504	$ 27.166	$ 27.845	$ 28.541	$ 29.255	$ 29.986	$ 30.736	$ 31.504	
	Communications Technician	$ 44,142	$ 45,246	$ 46,377	$ 47,536	$ 48,725	$ 49,943	$ 51,191	$ 52,471	$ 53,783	$ 55,127	$ 56,506	$ 57,918	$ 59,366	$ 60,850	$ 62,372	$ 63,931	$ 65,529	
	Environmental Public Health Specialist II																		
	GIS Technician																		
	Lead Animal Control Officer																		
	Lead Building Inspector																		
	Lead Case Investigator/Contact Tracer																		
	Lead Cemetery Caretaker																		
	Lead Parks Caretaker																		
	Nutritionist I																		
	Project Coordinator																		
	Property Negotiator/Appraiser																		
	Traffic Signal Technician																		
	Wastewater Plant Technician																		
	Wastewater Pretreatment Technician																		
N20	Airport Operations Supervisor	$ 22.283	$ 22.840	$ 23.411	$ 23.997	$ 24.597	$ 25.211	$ 25.842	$ 26.488	$ 27.150	$ 27.829	$ 28.524	$ 29.238	$ 29.969	$ 30.718	$ 31.486	$ 32.273	$ 33.080	$ 33.907
	Chief Wastewater Plant Operator	$ 46,349	$ 47,508	$ 48,696	$ 49,913	$ 51,161	$ 52,440	$ 53,751	$ 55,095	$ 56,472	$ 57,884	$ 59,331	$ 60,814	$ 62,334	$ 63,893	$ 65,490	$ 67,127	$ 68,806	$ 70,526
	Chief Wastewater Plant Technician																		
	Community Health Planner/Educator																		
	Jail Shift Supervisor																		
	Nutritionist II																		
	Transit Driver Supervisor																		
	Utility Billing Supervisor																		

CITY OF JOPLIN
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EFFECTIVE NOVEMBER 1, 2024

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
	Wastewater Laboratory Supervisor																		
	Wellness Coordinator																		
N21	Accountant I (E)	$ 24.512	$ 25.124	$ 25.752	$ 26.396	$ 27.056	$ 27.733	$ 28.426	$ 29.137	$ 29.865	$ 30.612	$ 31.377	$ 32.161	$ 32.965	$ 33.789	$ 34.634	$ 35.500	$ 36.388	$ 37.297
	Community Health Nurse (E)	$ 50,984	$ 52,259	$ 53,565	$ 54,904	$ 56,277	$ 57,684	$ 59,126	$ 60,604	$ 62,119	$ 63,672	$ 65,264	$ 66,896	$ 68,568	$ 70,282	$ 72,039	$ 73,840	$ 75,686	$ 77,578
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Wastewater Pretreatment Inspector																		
N22	Accountant II (E)	$ 26.963	$ 27.637	$ 28.328	$ 29.036	$ 29.762	$ 30.506	$ 31.269	$ 32.050	$ 32.851	$ 33.673	$ 34.515	$ 35.377	$ 36.262	$ 37.168	$ 38.098	$ 39.050	$ 40.026	$ 41.027
	Assistant CVB Director/Director of Sales (E)	$ 56,083	$ 57,485	$ 58,922	$ 60,395	$ 61,905	$ 63,452	$ 65,039	$ 66,664	$ 68,331	$ 70,039	$ 71,790	$ 73,585	$ 75,425	$ 77,310	$ 79,243	$ 81,224	$ 83,255	$ 85,336
	Building Maintenance Supervisor (E)																		
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	HR Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
N23	Assistant Wastewater Plant Superintendent (E)	$ 29.659	$ 30.400	$ 31.161	$ 31.940	$ 32.738	$ 33.556	$ 34.395	$ 35.255	$ 36.137	$ 37.040	$ 37.966	$ 38.915	$ 39.888	$ 40.885	$ 41.907	$ 42.955	$ 44.029	$ 45.130
	Athletic Facilities Superintendent (E)	$ 61,691	$ 63,233	$ 64,814	$ 66,434	$ 68,095	$ 69,797	$ 71,542	$ 73,331	$ 75,164	$ 77,043	$ 78,969	$ 80,944	$ 82,967	$ 85,041	$ 87,167	$ 89,347	$ 91,580	$ 93,870
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Superintendent (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Superintendent (E)																		
	Public Information Officer (E)																		
	Public Safety Communications Manager (E)																		
	Webmaster (E)																		
	WIC Services Coordinator (E)																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2024

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
N24	Airport Manager (E)	$ 32.625	$ 33.441	$ 34.277	$ 35.133	$ 36.012	$ 36.912	$ 37.835	$ 38.781	$ 39.750	$ 40.744	$ 41.763	$ 42.807	$ 43.877	$ 44.974	$ 46.098	$ 47.251	$ 48.432	$ 49.643
	Assistant City Prosecutor (E)	$ 67,860	$ 69,556	$ 71,295	$ 73,078	$ 74,905	$ 76,777	$ 78,697	$ 80,664	$ 82,681	$ 84,748	$ 86,866	$ 89,038	$ 91,264	$ 93,546	$ 95,884	$ 98,281	$ 100,738	$ 103,257
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		
	Civil Engineer I (E)																		
	Infrastructure Superintendent (E)																		
	Police Captain (E)																		
	Wastewater Plant Superintendent (E)																		
N30	Assistant Director of Health (E)	$ 35.887	$ 36.785	$ 37.704	$ 38.647	$ 39.613	$ 40.603	$ 41.618	$ 42.659	$ 43.725	$ 44.818	$ 45.939	$ 47.087	$ 48.265	$ 49.471	$ 50.708	$ 51.976	$ 53.275	$ 54.607
	Assistant Director of Planning, Development (E)	$ 74,646	$ 76,512	$ 78,425	$ 80,385	$ 82,395	$ 84,455	$ 86,566	$ 88,730	$ 90,949	$ 93,222	$ 95,553	$ 97,942	$ 100,390	$ 102,900	$ 105,473	$ 108,109	$ 110,812	$ 113,582
	Assistant Director of Public Works-Operations (E)																		
	Assistant Finance Director (E)																		
	Assistant Parks Director (E)																		
	City Prosecutor (E)																		
	Civil Engineer II (E)																		
	Deputy Fire Chief (E)																		
N40	Assistant City Attorney (E)	$ 39.476	$ 40.463	$ 41.475	$ 42.512	$ 43.574	$ 44.664	$ 45.780	$ 46.925	$ 48.098	$ 49.300	$ 50.533	$ 51.796	$ 53.091	$ 54.418	$ 55.779	$ 57.173	$ 58.603	$ 60.068
	Assistant Director of Public Works-Engineering (E)	$ 82,110	$ 84,163	$ 86,267	$ 88,424	$ 90,635	$ 92,900	$ 95,223	$ 97,603	$ 100,044	$ 102,545	$ 105,108	$ 107,736	$ 110,429	$ 113,190	$ 116,020	$ 118,920	$ 121,893	$ 124,941
	Assistant Police Chief (E)																		
	* CVB Director (E)																		
	* Director of Communications (E)																		
	* Municipal Court Administrator (E)																		
N41	* Community Health Director (E)	$ 43.424	$ 44.509	$ 45.622	$ 46.763	$ 47.932	$ 49.130	$ 50.358	$ 51.617	$ 52.908	$ 54.230	$ 55.586	$ 56.976	$ 58.400	$ 59.860	$ 61.357	$ 62.891	$ 64.463	$ 66.074
	* Director of IT (E)	$ 90,321	$ 92,579	$ 94,894	$ 97,266	$ 99,698	$ 102,190	$ 104,745	$ 107,364	$ 110,048	$ 112,799	$ 115,619	$ 118,510	$ 121,472	$ 124,509	$ 127,622	$ 130,812	$ 134,083	$ 137,435
	* Director of Planning, Development and NI (E)																		
	* Finance Director (E)																		
	* Fire Chief (E)																		
	* HR Director/Risk Manager (E)																		
	* Parks & Recreation Director (E)																		
N42	* Assistant City Manager (E)	$ 47.766	$ 48.960	$ 50.184	$ 51.439	$ 52.725	$ 54.043	$ 55.394	$ 56.779	$ 58.198	$ 59.653	$ 61.145	$ 62.673	$ 64.240	$ 65.846	$ 67.492	$ 69.180	$ 70.909	$ 72.682
	* Police Chief (E)	$ 99,354	$ 101,837	$ 104,383	$ 106,993	$ 109,668	$ 112,409	$ 115,220	$ 118,100	$ 121,053	$ 124,079	$ 127,181	$ 130,361	$ 133,620	$ 136,960	$ 140,384	$ 143,894	$ 147,491	$ 151,178
	* Public Works Director (E)																		

COUNCIL BILL NO. 2023-542 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and setting a date when this Ordinance shall become effective.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2023-159 effective November 1, 2023; and,

WHEREAS, the City Council desires to change the step increase for general employees from 3% to 2.5% effective November 1, 2024; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on November 1, 2024, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 5. That this ordinance shall become effective on November 1, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2023.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney