JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 15, 2021
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
The number of guests in the Council Chambers is limited to 45 due to social distancing.

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council form 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 to. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment. If you need 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**
   1. Joplin High School STUCCO Update
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Department Update
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Joseph Johnson Requested To Speak On Emergency Preparedness For Our Homeless Population.
7. **Public Hearings**
8. **Consent Agenda**
   1. Minutes Of The March 1, 2021 City Council Meeting

      Documents:

      DRAFT MINS. MAR 1.PDF

   2. COUNCIL BILL NO. 2021-259

      AN ORDINANCE providing to vacate approximately 670′ of 75′-wide street right-of-way between S. Connecticut Ave. and E. 15th St.

      Documents:

      CB2021-259.PDF

   3. COUNCIL BILL NO. 2021-260

      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and known as 4307 Swede Ln., City of Joplin, Jasper County, Missouri.

      Documents:

      CB2021-260.PDF

4. COUNCIL BILL NO. 2021-402
AN ORDINANCE approving an Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-402.PDF

5. COUNCIL BILL NO. 2021-403

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

Documents:

CB2021-403.PDF

9. Resolutions

1. RESOLUTION NO. 2021-005
A RESOLUTION approving the adoption of the official City of Joplin Brand.

Documents:

RS2021-005 SUMMARY SHEET.PDF
RS 2021-005 EXHIBIT A.PDF
RS2021-005.RESOLUTION.PDF
RS 2021 005 EXHIBIT B.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2021-506
AN ORDINANCE approving a Contract by and between the City of Joplin and Etico Solutions Inc. to complete a Police Department Resource Allocation study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020 and containing an emergency clause.

Documents:

CB 2021-506 SUMMARY POLICE RESOURCE ALLOCATION STUDY CONTRACT AGREEMENT.PDF
CB 2021-506 POLICE RESOURCE ALLOCATION STUDY CONTRACT AGREEMENT.PDF
CB 2021-506 EXIBIT A POLICE DEPARTMENT RESOURCE ALLOCATION STUDY CONTRACT.PDF
CB 2021-506 ETICO SOLUTIONS BID RESPONSE.PDF
POLICE DEPARTMENT RESOURCE ALLOCATION STUDY RFP.PDF
CB 2021-506 FINAL OVERALL SCORES FOR POLICE RESOURCE STUDY.PDF

2. COUNCIL BILL NO. 2021-507
AN ORDINANCE approving a Contract by and between the City of Joplin and Canfield Jenkins & Associates, LLC. to complete a Fire Department Resource Allocation study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020 and containing an emergency clause.

Documents:

CB 2021-507 SUMMARY FIRE RESOURCE ALLOCATION STUDY CONTRACT AGREEMENT.PDF
CB 2021-507 FIRE RESOURCE ALLOCATION STUDY CONTRACT AGREEMENT.PDF
CB 2021-507 EXHIBIT A FIRE DEPARTMENT RESOURCE ALLOCATION STUDY CONTRACT.PDF
CB 2021-507 CANFIELD JENKINS BID RESPONSE.PDF
FIRE DEPARTMENT RESOURCE ALLOCATION STUDY RFP.PDF
CB 2021-507 PRELIMINARY OVERALL SCORES FOR FIRE RESOURCE STUDY.PDF
CB 2021-507 FINAL SCORES FOR FIRE RESOURCE STUDY.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-117

AN ORDINANCE approving a construction agreement with Vance Brothers Inc. for Microsurfacing 2021 in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) for the Microsurfacing 2021 Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

SUMMARY SHEET 2021-117.PDF
CB 2020-117 MICROSURFACING 2021.PDF
MAPS.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2021.PDF
BID SUMMARY.PDF

2. COUNCIL BILL NO. 2021-118
AN ORDINANCE approving a construction agreement with Pavement Management, LLC for Parking Lots and Trails Sealing 2021 in the amount of Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52) for the Parking Lots and Trails Sealing 2021 project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

SUMMARY SHEET 2021-118.PDF
CB 2021-118 PARKING LOTS AND TRAILS.PDF
MAPS.PDF
BID TAB FORM.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2021.PDF

3. COUNCIL BILL NO. 2021-119
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

10TH CHESTNUT CB.PDF
10TH CHESTNUT SUMMARY SHEET.PDF
10TH AND CHESTNUT LOCATION MAP.PDF
10TH AND CHESTNUT PICTURES.PDF
AGREEMENT.PDF
BID SUMMARY.PDF

4. COUNCIL BILL NO. 2021-120
AN ORDINANCE approving a purchase order for One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00) with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-120 COUNCIL BILL - PO FOR WORKORDER2021-01.PDF
CB2021-120 EXHIBIT - PO FOR WORKORDER2021-01.PDF
CB2021-120 SUMMARY SHEET - PO FOR WORKORDER2021-01.PDF
CB2021-120 BID SUMMARY SHEET - REHAB TOOLBOX.PDF

5. COUNCIL BILL NO. 2021-121
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2021-121 - CB - AMA WASTEWATER COLLECTION SYSTEM REHABILITATION TOOLBOX PROJECT.PDF
CB2021-121 - SUMMARY SHEET - AMA WASTEWATER COLLECTION SYSTEM REHABILITATION TOOLBOX PROJECT.PDF
CB2021-121 - EXHIBIT MAP - AMA WASTEWATER COLLECTION SYSTEM REHABILITATION TOOLBOX PROJECT.PDF
COMPLETE WA AMA-OC-21-007 WO2021-01.PDF

6. COUNCIL BILL NO. 2021-404
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the UP Development Planning, LLC that pertains to 2020 HOME Investment Partnership grant funds.

Documents:

CB 2021-404 SUMMARY.PDF
CB 2021-404 AGREEMENT.PDF
CB 2021-404.PDF

7. COUNCIL BILL NO. 2021–600
AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

Documents:

CB2021-600 SUMMARY TEMPEST WEBSITE AGREEMENTS.PDF
CB2021-600 ORDINANCE.PDF
TEMPEST-MSA-JOPLIN-2.22.2021 TEMPEST JLP EDITS 2-26-21.PDF
WEBSITE-SOW-JOPLIN-2.23.2021 TEMPEST JLP EDITS 2-26-21.PDF
2021-RFP-02 BID TABULATIONS.PDF
2021-RFP-02 SCORE SHEET.PDF

8. COUNCIL BILL NO. 2021–601
AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for continued use of iDSS Cyclone Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

Documents:

CB2021-601 SUMMARY SHEET.PDF
CB2021-601 ORDINANCE.PDF
CRM-SOW-JOPLIN-2.22.2021 TEMPEST JLP EDITS 2-26-21.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Discussion Of HB920

Documents:

HB920.PDF

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. Together we are ready for anything. Ad Omnia Parata
-City of Joplin Vision Statement

Notice posted at 1:15 p.m. on this 11th day of March 2021 (RSMo 610.020)

JOPLIN CITY COUNCIL
MARCH 1, 2021
MEETING MINUTES

CALL TO ORDER

The March 1, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Lawson.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Health Department Update: Health Director Ryan Talken presented the latest COVID and vaccine statistics: newly reported cases were down; hospitalizations have been decreasing, and the number of people receiving vaccinations has increased. The National Guard vaccination clinic is rescheduled for Tuesday and Wednesday at Carthage. MSSU will have a clinic Thursday and Friday. Flu cases are very low compared to this time last year.

Response and Recovery Plan Discussion: Council discussed the current statistics as they relate to guidelines noted in Phase 2, Step 4 of the Plan. Members noted that outdoor mass gatherings had been a question from organizations planning activities for upcoming spring and summer months. After discussion, a motion was made by Mr. Monteleone to remove the 250-person limit for outdoor gatherings, Mr. Copple seconded the motion. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.
Another discussion regarding removing the social distancing regulation for restaurants and places of worship was held. After discussion, a motion was made by Mr. Stinnett to remove the distancing restrictions for restaurants and places of worship. Mr. Lawson seconded the motion. Voting in favor were Council Members: Copple, Lawson, Reid Adams, Shaw, Stanley, and Stinnett, 6. Nays: Cortez, Monteleone, and Williams, 3.

News from Public Information Officer Lynn Onstot

The City of Joplin will participate in the statewide tornado drill at 10 AM tomorrow, Tuesday March 2, as part of the annual Severe Weather Awareness Week. Joplin's outdoor warning sirens will sound for a full three minutes, just as they would in an emergency. Residents are encouraged to use this drill as an opportunity to plan and prepare for a real situation. This is a good time to discuss sheltering plans with your family and co-workers and to check that you have a working battery-operated radio and flashlights, along with other necessary supplies in your designated "safe place."

Joplin's sirens are intended to notify those who outdoors to take shelter indoors. We encourage citizens to use a NOAA weather radio for storm alerts and/or to sign up on their phones for weather alerts with local news stations. Media stations also broadcast weather alerts, so stay tuned to local stations when your area is under a weather watch.

Tuesday, March 23 is Joplin's 148th birthday. Dr. Chad Stebbins, a communications professor at Missouri Southern and a local history buff will be delivering a presentation from his new books about the Connor Hotel and the man who made it possible, Tom Connor. This event runs from 6:30 to 8 p.m. March 23 in the Council Chambers. The public is welcome to attend. Copies of the book will be available for purchase. This event is hosted by the Joplin Celebrations committee, a group working to create awareness and events in honor of Missouri's Bicentennial celebrated this year; Joplin's Sesquicentennial in 2023; United States' Sestercentennial in 2026 and Route 66 Centennial in 2026. Councilwoman Dr. Reid Adams sits on that committee, so we appreciate her and the committee's work in planning this event and other upcoming activities for our community. (Connor Hotel book = $21.99; Tom Connor book = $10.00.Both books can be purchased directly from Dr. Stebbins for $25.More details about these events can be found on the City's website, joplinmo.org.

CITIZEN REQUESTS AND PETITIONS
Sara Marker requested to address Council but did not appear.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer.

Public Hearing for Council Bill No. 2021-259
Mayor Stanley opened the Public Hearing.

No one spoke in favor of or in opposition to this item.

The Public Hearing was closed.

Council Bill No. 2021-259
Mr. Cortez introduced Council Bill No. 2021-259 - an ordinance providing to vacate approximately 670' of a 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. Motion by Mr. Cortez, second by Mr. Monteleone to pass Council Bill No. 2021-259 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Abstention: Reid Adams, 1. The bill was read as **Council Bill No. 2021-259.**

Public Hearing for Council Bill No. 2021-260
Mayor Stanley opened the Public Hearing

Alan Bemo spoke in favor of this item and stated his daughter wants to build a home on the property.

No one spoke in opposition to this item.

The Public Hearing was closed.

Council Bill No. 2021-260
Mr. Lawson introduced Council Bill No. 2021-260 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1, property as described below and known as 4307 Swede Ln., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Shaw to pass Council Bill 2021-260 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-260**

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

Minutes of the February 16, 2021 City Council meeting.

COUNCIL BILL NO. 2021-112 - an ordinance authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2021-029**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-114
Mr. Stinnett introduced Council Bill No. 2021-114 - an ordinance approving an agreement with Waste Corporation of Missouri (WCA) to provide disposal services of bulky items, limbs/brush, and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing an emergency clause Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2021-114 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-030**

COUNCIL BILL NO. 2021-115
Mr. Stinnett introduced Council Bill No. 2021-115 - an ordinance approving an agreement with Joplin Industrial Electric Co. in the amount of Three Hundred Thousand, Six Hundred Ten and 00/100 Dollars ($300,610.00) for the purchase and installation of a generator; authorizing the City Manager to execute on behalf of the City and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2021-115 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-031**

COUNCIL BILL NO. 2021-351
Mr. Cortez introduced Council Bill No. 2021-351 - an ordinance approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 1215 Iowa Ave. in the City of Joplin, Missouri, for Two Thousand Five Hundred and 00/100 Dollars ($2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2021-351 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-032**

COUNCIL BILL NO. 2021-352

Mr. Lawson introduced Council Bill No. 2021-352 - an ordinance approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 1119 Jackson Ave. in the City of Joplin, Missouri, for Two Thousand Seven Hundred and 00/100 Dollars ($2,700.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2021-352 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-033**

COUNCIL BILL NO. 2021-505

Mr. Stinnett introduced Council Bill No. 2021-505 - an ordinance approving the job description for Breastfeeding Peer Counselor Coordinator and the placement of the position within the Salary Administration Plan for the City of Joplin; and, containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2021-505 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-034**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-402

Dr. Reid Adams introduced Council Bill No. 2021-402 - an ordinance approving an Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2021-402 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-402**

COUNCIL BILL NO. 2021-403

Mr. Cortez introduced Council Bill No. 2021-403 - an ordinance approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City. Motion by Mr. Cortez, second by Mr. Shaw that Council Bill No. 2021-403 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-403**.

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

OTHER BUSINESS

Mr. Copple discussed the possibility of the City providing sharps containers for volunteers doing clean up work at a vacated business. Health Director Talken stated there are DNR regulations pertaining to the request so he will look into it further and get a response.

Mr. Copple and Mr. Monteleone asked for future discussion on a preparedness plan during severe weather conditions, including cold and heat. They would like to see a severe weather policy. City Manager Nick Edwards replied he will work with a small team and bring a proposal to Council. Mr. Copple would like to have an impact study done regarding seasonal employees and the minimum wage. Mr. Edwards replied he will present this item at a future informal council meeting.

Mr. Monteleone discussed the recent approval of the Parks and Stormwater sales tax renewal discretionary items at the February 22 work session. He stated he would like to make a motion to approve the entire list of non-discretionary items proposed at the February 22 work session, which includes the Ewert Park improvements. Mr. Cortez seconded the motion. Before the vote, Mr. Edwards stated this item is scheduled to be on the March 8 work session as a follow-up to the request at the Feb. 22 work session to get more detailed information regarding some of the projects (amphitheater, basketball court, ice ribbon) for the Park that were included in the consultant's presentation. After the discussion, a vote was taken. Voting in favor were Council Members: Cortez, Monteleone, Stanley and Williams, 4. Nays: Copple, Lawson, Reid Adams, Shaw, and Stinnett, 5. The motion failed.

NEW BUSINESS

Closed Session

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and, to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration; and, the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information; more specifically, for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1)(2)(3) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

There being no further business, the meeting adjourned at 7:37 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-259-Street Vacation

MEETING DATE:
March 1, 2021

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, City Manager- Nicholas Edwards.

SUMMARY REQUEST:
Case 008-21: Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

BACKGROUND:
The existing location of Murphy Blvd. between Connecticut and 15th St. is not currently within the right-of-way that is the subject of this vacation, and the City has no plans to use this right-of-way for a realignment or any other project. Thus, the City is requesting to vacate this excess right-of-way.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S Main Street, Joplin, MO. The City is requesting a vacation for this portion of what was Murphy Blvd. right-of-way. The city does not have any plan for this property in the future. There is a little notch on the west side and that is to keep the right-of-way, in the event the city would like to put a right-hand turn bay there. Staff does recommend approval of this case.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 5 in favor, 0 Nays, 2 Absent.

Staff recommends approval of Case 008-21.

ATTACHMENTS
CB 2021- 259, Staff Planning Report, P&Z Commission Minutes

CB 2021-259

Case 008-21: Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

Keegan Stanton, 602 S Main Street, Joplin, MO. The City is requesting a vacation for this portion of what was Murphy Blvd. right-of-way. The city does not have any plan for this property in the future. There is a little notch on the west side and that is to keep the right-of-way, in the event the city would like to put a right-hand turn bay there. Staff does recommend approval of this case.

Mr. Ramsour asked if the commissioners had any questions for Mr. Stanton? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. PHILLIPS THAT CASE 008-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE (BY PHONE), MR. EASTMAN, MS. BRUCKNER-SEARS (BY PHONE), AND MS. PHILLIPS VOTING "AYE" (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: February 8, 2021
City Council Meeting: March 1, 2021

STAFF PLANNING REPORT
Vacation

CASE 008-21 A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 670' x 75'

REASON FOR VACATION

The City of Joplin is applying for this vacation to remove excess right-of-way that is not in use by Murphy Blvd.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are not currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. A savings clause will be provided in the ordinance.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

The existing location of Murphy Blvd. between Connecticut and 15th St. is not currently within the right-of-way that is the subject of this vacation, and the City has no plans to use this right-of-way for a realignment or any other project. Thus, the City is requesting to vacate this excess right-of-way.

Staff recommends approval of Case 008-21 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

Return Form and Attachments to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 008-21
Filing Fee: ~~$550.00~~
Date Advertised:
Date Notices Sent
Public Hearing Date: 2-8-21

I. Applicant Name: City of Joplin Phone: 417-624-0820 ext. 511

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 602 S. Main St. Joplin, MO Zip: ~~64801~~ 64801

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation_____

Utility Vacation____

Other (Please specify)_____

III. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. Correct.

2. The vacation will not cause the public to suffer a loss or inconvenience. Correct.

3. In justice to the applicant(s) the vacation should be granted. Correct.

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	**Kenny Kenworthy**	**kk7429@att.com**	**417-625-8092**
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	**Jeff Lebeda**	**jeff.lebeda@libertyutilities.com**	**417-625-6159**
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	**Keri Bledsoe**	**keri.bledsoe@sparklight.biz**	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	**Mandy Butkovich**	**mandy.butkovich@spireenergy.com**	**816-472-3767**
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	**Steven Martinez**	**smartine@joplinmo.org**	**417-624-0820 x531**

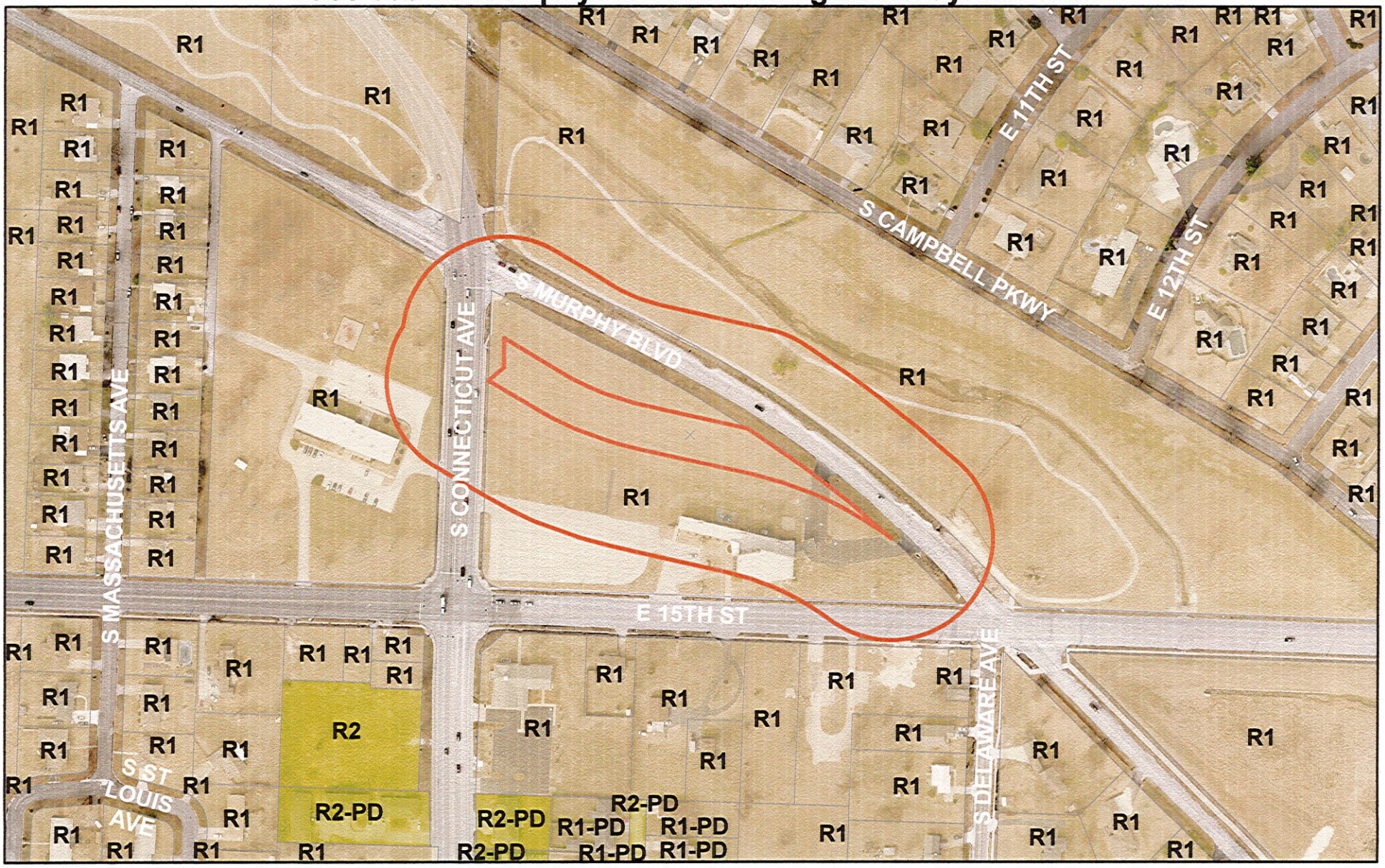
*Must contact BOTH contacts at Spire Energy.

Signature

2/3/21

Date

Case 008-21: Murphy Blvd. Street Right-of-way Vacation



Case 008-21: Approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St. – City of Joplin

Joplin City Limits

0 125 250 500 750 1,000 Feet

N

DESCRIPTION - TRACT 1

PART OF A TRACT OF LAND THAT WAS CONVEYED FOR HIGHWAY PURPOSES IN BOOK 411, PAGE 210 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38"WEST ALONG THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD, 108.44 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE 167.16 FEET ALONG THE RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD ON A CURVE TO THE LEFT HAVING A RADIUS OF 319.26 FEET AND A CHORD BEARING NORTH 59°52'38"WEST, 165.26 FEET; THENCE NORTH 74°52'38"WEST ALONG SAID DISCONTINUED RIGHT-OF-WAY LINE, 366.40 FEET; THENCE 215.64 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 613.68 FEET AND A CHORD BEARING NORTH 64°48'38"WEST, 214.54 FEET; THENCE NORTH 54°44'38"WEST, 100.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE NORTH 2°04'00"EAST ALONG SAID RIGHT-OF-WAY LINE, 6.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 46°01'29"EAST, 28.81 FEET; THENCE NORTH 2°04'00"EAST, 55.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD; THENCE SOUTH 54°44'38"EAST, 128.76 FEET; THENCE 187.53 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 533.68 FEET AND A CHORD BEARING SOUTH 64°48'38"EAST, 186.57 FEET; THENCE SOUTH 74°52'38"EAST ALONG SAID RIGHT-OF-WAY LINE, 272.24 FEET; THENCE 256.61 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING SOUTH 49°28'50"EAST, 256.34 FEET; THENCE SOUTH 44°52'38"EAST ALONG SAID RIGHT-OF-WAY LINE, 25.67 FEET TO THE POINT OF BEGINNING. CONTAINS 1.25 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

DESCRIPTION - TRACT 2

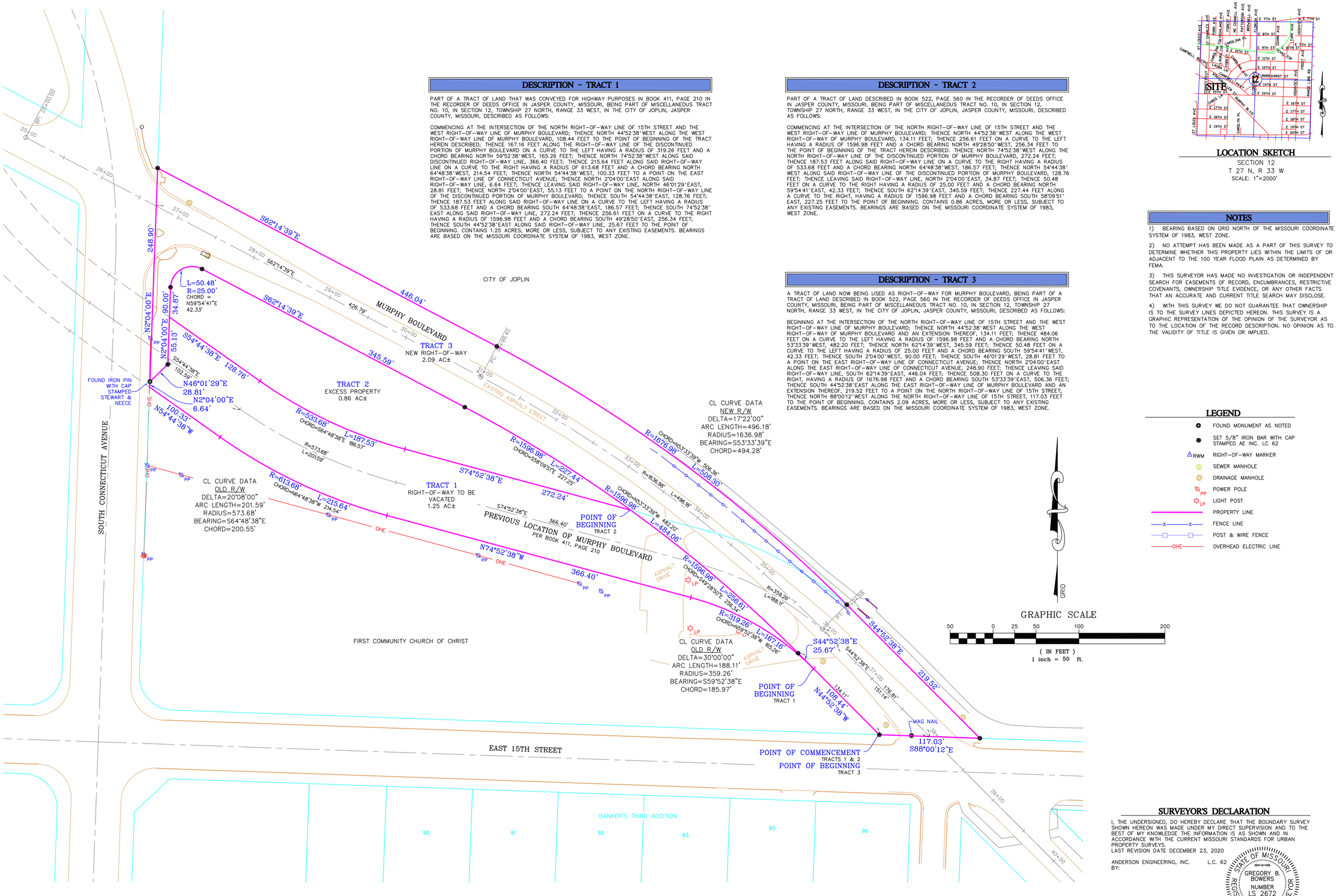
PART OF A TRACT OF LAND DESCRIBED IN BOOK 522, PAGE 560 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38"WEST ALONG THE WEST RIGHT-OF-WAY OF MURPHY BOULEVARD, 134.11 FEET; THENCE 256.61 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING NORTH 49°28'50"WEST, 256.34 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 74°52'38"WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD, 272.24 FEET; THENCE 187.53 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 533.68 FEET AND A CHORD BEARING NORTH 64°48'38"WEST, 186.57 FEET; THENCE NORTH 54°44'38" WEST ALONG SAID RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD, 128.76 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 2°04'00"EAST, 34.87 FEET; THENCE 50.48 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING NORTH 59°54'41"EAST, 42.33 FEET; THENCE SOUTH 62°14'39"EAST, 345.59 FEET; THENCE 227.44 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING SOUTH 58°09'51" EAST, 227.25 FEET TO THE POINT OF BEGINNING. CONTAINS 0.86 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

DESCRIPTION - TRACT 3

A TRACT OF LAND NOW BEING USED AS RIGHT-OF-WAY FOR MURPHY BOULEVARD, BEING PART OF A TRACT OF LAND DESCRIBED IN BOOK 522, PAGE 560 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38"WEST ALONG THE WEST RIGHT-OF-WAY OF MURPHY BOULEVARD AND AN EXTENSION THEREOF, 134.11 FEET; THENCE 484.06 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING NORTH 53°33'39"WEST, 482.20 FEET; THENCE NORTH 62°14'39"WEST, 345.59 FEET; THENCE 50.48 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING SOUTH 59°54'41"WEST, 42.33 FEET; THENCE SOUTH 2°04'00"WEST, 90.00 FEET; THENCE SOUTH 46°01'29"WEST, 28.81 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE NORTH 2°04'00"EAST ALONG THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE, 248.90 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 62°14'39"EAST, 446.04 FEET; THENCE 508.30 FEET ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1676.98 FEET AND A CHORD BEARING SOUTH 53°33'39"EAST, 506.36 FEET; THENCE SOUTH 44°52'38"EAST ALONG THE EAST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD AND AN EXTENSION THEREOF, 219.52 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET; THENCE NORTH 88°00'12"WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET, 117.03 FEET TO THE POINT OF BEGINNING. CONTAINS 2.09 ACRES, MORE OR LESS, SUBJECT TO ANY EXISTING EASEMENTS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



LOCATION SKETCH

SECTION 12
T 27 N, R 33 W
SCALE: 1"=2000'

NOTES

1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) NO ATTEMPT HAS BEEN MADE AS A PART OF THIS SURVEY TO DETERMINE WHETHER THIS PROPERTY LIES WITHIN THE LIMITS OF OR ADJACENT TO THE 100 YEAR FLOOD PLAIN AS DETERMINED BY FEMA.

3) THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

4) WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8" IRON BAR WITH CAP STAMPED AE INC. LC 62
- RWM RIGHT-OF-WAY MARKER
- S SEWER MANHOLE
- D DRAINAGE MANHOLE
- PP POWER POLE
- LP LIGHT POST
- PROPERTY LINE
- FENCE LINE
- POST & WIRE FENCE
- OHE OVERHEAD ELECTRIC LINE

SURVEYOR'S DECLARATION

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS.
LAST REVISION DATE DECEMBER 23, 2020

ANDERSON ENGINEERING, INC. L.C. 62
BY:

Gregory B. Bowers
GREGORY B. BOWERS, P.L.S. 2672

STATE OF MISSOURI
GREGORY B. BOWERS
NUMBER LS 2672
REGISTERED LAND SURVEYOR

12-23-20
DATE

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MISSOURI 64801 PHONE (417) 782-7399

DRAWING INFO.
FIELD BY: KE/CF
DRAWN BY: GBB
CHECK BY: GBB
DATE: 12/23/20
FIELD BOOK: --
JOB NUMBER: 20JOJ20110

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

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THE CITY OF JOPLIN

RIGHT-OF-WAY SURVEY

JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO.
JOP-100-5823

SHEET NUMBER
1
OF 1

P & Z Case 008-21
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-259 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th St.

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

Section 1. That all that part of approximately 250' South and 350' East of the intersection of S. Murphy Blvd. and S. Connecticut Ave. - A request to vacate approximately 670' of 75'-wide street right-of-way between S. Connecticut Ave. and E. 15th. in the City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

PART OF A TRACT OF LAND THAT WAS CONVEYED FOR HIGHWAY PURPOSES IN BOOK 411, PAGE 210 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING PART OF MISCELLANEOUS TRACT NO. 10, IN SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 15TH STREET AND THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD; THENCE NORTH 44°52'38" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF MURPHY BOULEVARD, 108.44 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE 167.16 FEET ALONG THE RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD ON A CURVE TO THE LEFT HAVING A RADIUS OF 319.26 FEET AND A CHORD BEARING NORTH 59°52'38" WEST, 165.26 FEET; THENCE NORTH 74°52'38" WEST ALONG SAID DISCONTINUED RIGHT-OF-WAY LINE, 366.40 FEET; THENCE 215.64 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 613.68 FEET AND A CHORD BEARING NORTH 64°48'38" WEST, 214.54 FEET; THENCE NORTH 54°44'38" WEST, 100.33 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CONNECTICUT AVENUE; THENCE NORTH 2°04'00" EAST ALONG SAID RIGHT-OF-WAY LINE, 6.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 46°01'29" EAST, 28.81 FEET; THENCE NORTH 2°04'00" EAST, 55.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE DISCONTINUED PORTION OF MURPHY BOULEVARD; THENCE SOUTH 54°44'38" EAST, 128.76 FEET; THENCE 187.53 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 533.68 FEET AND A CHORD BEARING SOUTH 64°46'38" EAST, 186.57 FEET; THENCE SOUTH 74°52'38" EAST ALONG SAID RIGHT-OF-WAY LINE, 272.24 FEET; THENCE 256.61 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1596.98 FEET AND A CHORD BEARING SOUTH 49°28'50" EAST, 256.34 FEET; THENCE SOUTH 44°52'38" EAST ALONG SAID RIGHT-OF-WAY LINE, 25.67 FEET TO THE POINT OF BEGINNING. CONTAINS 1.25 ACRES, MORE OR LESS. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 21, by a vote of _____.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021- 260 – Rezone to District R-1

MEETING DATE:
March 1, 2021

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, City Manager- Nicholas Edwards

SUMMARY REQUEST:
Case 009-21: 4307 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

BACKGROUND:
The request is consistent with the comprehensive plan. The future land use map does show this property to be future low-density residential. The current zoning of M-1-PD is not suitable in this area. At one time the plan was for this area to develop with industrial uses, given is proximity to the airport. However, pressure for residential development led to single-family zoning and uses occupying this area. Industrial uses are still in this area, however they are to be located to the North of Logan Dr.

PLANNING & ZONING COMMISSION TESTIMONY:
Alan Bemo, 4409 Swede Ln., Joplin, MO., which is next door to the property that I am wanting rezoned. The reason is my daughter would like to acquire that property and build a house. It is a nice residential area for children and not a lot of traffic.

Mr. Ramsour asked at this point if it will be just a single dwelling.

Mr. Bemo stated that was correct. As far as he knows his daughter is not planning on putting other dwellings on the property.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval, (5 in favor, 2 Absent).

ATTACHMENTS:
CB 2021-260, Staff Planning Report, P&Z Commission Minutes

CB 2021-260

Case 009-21: 4307 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Alan Bemo, 4409 Swede Ln., Joplin, MO., which is next door to the property that I am wanting rezoned. The reason is my daughter would like to acquire that property and build a house. It is a nice residential area for children and not a lot of traffic.

Mr. Ramsour asked at this point it will be just a single dwelling.

Mr. Bemo stated that was correct. As far as he knows his daughter is not planning on putting other dwellings on the property.

Mr. Ramsour asked if the commissioners had any questions for Mr. Bemo? They did not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MS. PHILLIPS MOVED, SECONDED BY MS. EASTMAN THAT CASE 009-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE (BY PHONE), MR. EASTMAN, MS. BRUCKNER-SEARS (BY PHONE), AND MS. PHILLIPS VOTING "AYE" (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: February 8, 2021
City Council Meeting: March 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 009-21 A request to rezone from M-1-PD (Restricted Industrial Planned Development) to R-1 (Single-family Residential).

LOCATION 4307 Swede Ln.

APPLICANT Alan Bemo

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-1-PD	Single-family Residential	Approx. 3.04 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-1	M-1-PD	M-1-PD
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Swede Ln.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future low-density residential.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of M-1-PD is not suitable in this area. At one time the plan was for this area to develop with industrial uses, given is proximity to the airport. However, pressure for residential development led to single-family zoning and uses occupying this area. Industrial uses are still in this area, however they are to be located to the North of Logan Dr., as shown in the Future Land Use Map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental affect on nearby property.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change to a less intense zoning district.

Staff recommends approval of Case 009-21.

ATTACHMENTS

- Application
- Map

RECEIVED 1-12-21

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 009-21
Filing Fee: $500.00
Date Advertised:
Date Notices Sent:
P&Z Date: 2-8-21
City Council Date: 3-1-21

APPLICANT: Alan Bemo PHONE: 417 499 5083
ADDRESS: 4409 Swede Ln- ZIP: 64801
EMAIL: alienonearth@psmail.net
OWNER: same PHONE:
ADDRESS: S ZIP:
EMAIL:
LOCATION OF PROPERTY: 4307 swede lane
LEGAL DESCRIPTION: South Half of lot 3 and North 44.00' of lot 4 in Midway Gardens, as shown in Plat 3003 at page 196. Containing 3.04 acres

Present Zoning M1-PD Requested Zoning: R1 Acreage: 3.04 acres
Present Use of Property: pasture
Proposed Use of Property: residence

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R2 duplex	R2
South	M1-PD pasture	M1-PD
East	R1 housing	R1
West	M1-PD Presently rezoning to R1	

CHARACTER OF THE NEIGHBORHOOD: Quiet rural setting. Neighbors enjoy walking to enjoy wildlife

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: want to build a house here (my daughter)

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

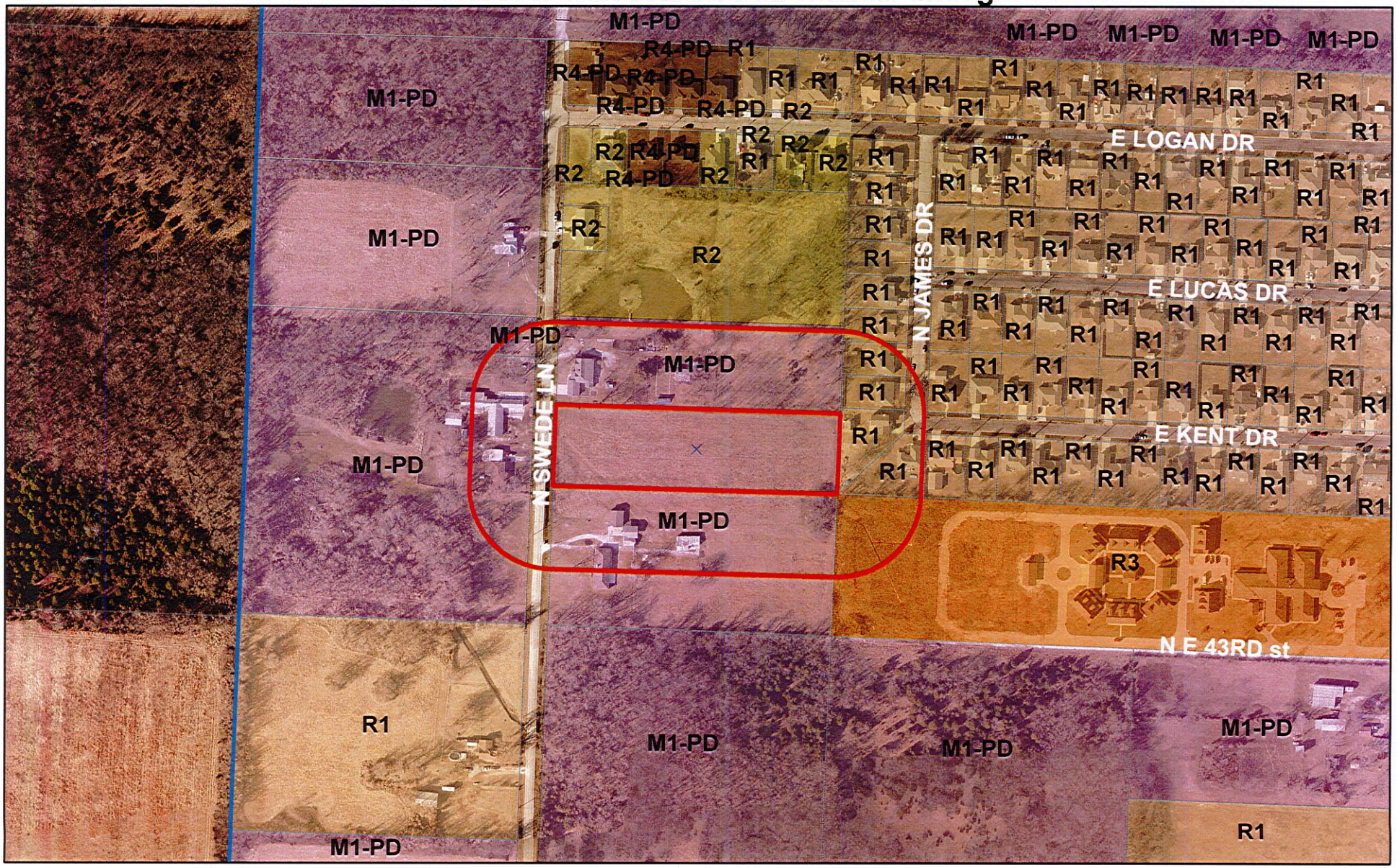
_____
_____
_____

SIGNATURE: _____ DATE: 1-12-21

BY: _____

TITLE: _____

Case 009-21: 4307 Swede Ln. - Rezoning



Case 009-21: 4307 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Joplin City Limits

0 155 310 620 930 1,240 Feet

N

Bearings are Grid North based on the Missouri Coordinate System of 1983, West Zone.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

Owners:
Alan and Janet Bemo
4409 N Swede Ln.
Joplin, MO, 64801
Property Classification: Residential
Source Deed: Book 2399 Page 10

LEGEND

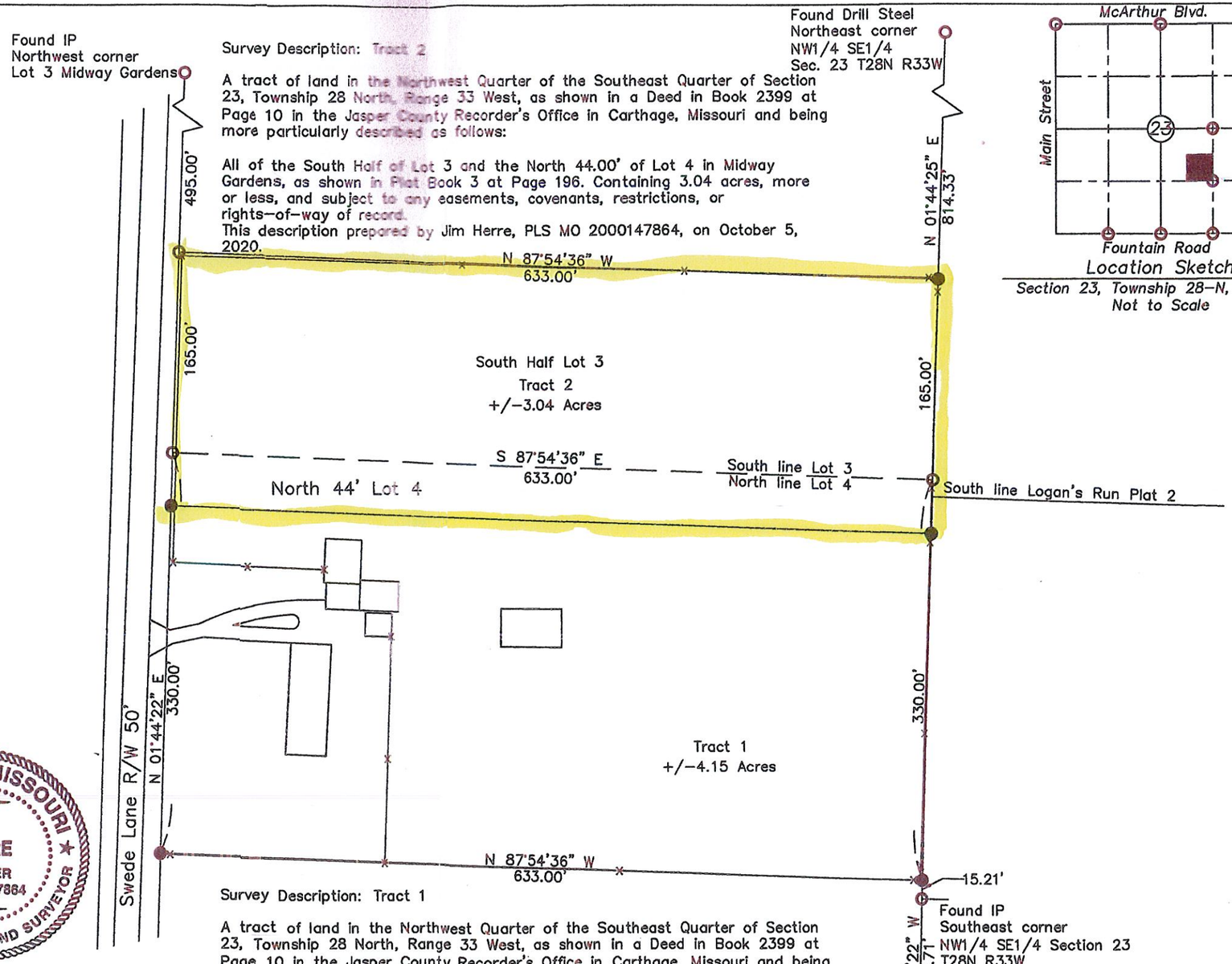
- ▣ = FOUND STONE
- ○ = FOUND IRON PIN
- ◎ = FOUND COPPERWELD
- △ = FOUND IRON PIN WITH ALUM. CAP
- ◉ = FOUND ALUM. MON.
- · = FOUND PIPE
- ◉ = NAIL
- ◎ = COTTON SPINDLE
- ⊡ = FOUND CONC. R/O/W MARKER
- ⊛ = FOUND R/O/W MARKER POST
- ○ = FENCE CORNER POST
- ● = SET 5/8" X 18" IRON PIN
- ■ = SET 3/4" X 24" IRON PIN WITH ALUM. CAP
- ▲ = SET IRON PIN WITH ALUM. CAP
- ◇ = FOUND R.R. SPIKE
- ◆ = SET R.R. SPIKE
- ✣ = COMPUTED CORNER
- Ⓦ = WELL HEAD
- (D) = DEED
- (M) = MEASURED
- (R) = RECORD
- (RS) = RECORD SURVEY
- (GLO) = GENERAL LAND OFFICE
- ——x—— = FENCE

Flood Note:
By graphic plotting only, this property is in "Zone X" of the hazard boundary map, community panel number 29097C0163E, with an effective date of November 2, 2012, and is not in a special flood hazard area.

Surveyor's Note:
With this survey, I do not guarantee that the ownership is to the survey lines depicted hereon. This survey is a graphic representation of the opinion of the surveyor as to the location of the recorded description. No opinion as to the validity of title is given or implied.

Certificate of Survey and Accuracy:
I hereby certify that this map was drawn under my supervision from an actual survey made by me; and meets the current Standards for Property Boundary Surveys of the "Missouri Department of Agriculture" and the Standards adopted by the "Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects".
Witness my signature, registration number and seal this 30th day of September, 2020.

STATE OF MISSOURI
JIM HERRE
NUMBER S-2000147864
PROFESSIONAL LAND SURVEYOR



Location Sketch
Section 23, Township 28–N, Range 33–W
Not to Scale

Survey Description: Tract 2

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 23, Township 28 North, Range 33 West, as shown in a Deed in Book 2399 at Page 10 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows:

All of the South Half of Lot 3 and the North 44.00' of Lot 4 in Midway Gardens, as shown in Plat Book 3 at Page 196. Containing 3.04 acres, more or less, and subject to any easements, covenants, restrictions, or rights–of–way of record.
This description prepared by Jim Herre, PLS MO 2000147864, on October 5, 2020.

Survey Description: Tract 1

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 23, Township 28 North, Range 33 West, as shown in a Deed in Book 2399 at Page 10 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows:

All of Lot 4 in Midway Gardens, as shown in Plat Book 3 at Page 196 EXCEPT: The North 44.00' therof. Containing 4.15 acres, more or less, and subject to any easements, covenants, restrictions, or rights–of–way of record.
This description prepared by Jim Herre, PLS MO 2000147864, on October 5, 2020.

Jim Herre, P.L.S. 2000147864

Drawing No.: JH–20–104

Alan and Janet Bemo
Midway Gardens South 1/2 Lot 3 and all of Lot 4
Section 23
Township 28–North, Range 33–West
Jasper County, Missouri

Surveyed by:
Indian Creek Surveying, L.L.C.
P.O. Box 4246
Joplin, Missouri 64803–4246
Phone: 417–291–3297
MO COA 2005036742

Drawn by: TW	Date: 9–30–2020
Field by: TW	Fld Bk: ICS
Checked by: JH	Job No.: 2020–104

CB 2021-760

P & Z Case 009-21
Alan Bemo
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-260 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and known as 4307 Swede Ln., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1:

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 23, Township 28 North, Range 33 West, as shown in a Deed in Book 2399 at Page 10 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows: All of the South Half of Lot 3 and the North 44.00' of Lot 4 in Midway Gardens, as shown in Plat Book 3 at Page 196. Containing 3.04 acres, more or less, and subject to any easements, covenants, restrictions, or rights-of-ways of record.

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-402 - Construction Agreement between City of Joplin and G & G Construction Company, Inc. for the Senior Center-Meals on Wheels Zone Improvements Project

MEETING DATE
March 1, 2021

ORIGINATING DEPT
Planning, Development and Neighborhood Services

REVIEWED BY
Director of Planning, Development and Neighborhood Services: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project.

BACKGROUND
In June 2017, City Council approved a contract for the construction of a new Senior Center facility and site improvements, funded with CDBG-DR grant funds. After the completion of this project, in early 2019 City Council members were approached by Meals on Wheels volunteers with concerns that the loading/unloading zone on the east side of the facility was inadequate to meet the needs of the multiple volunteer drivers who participate in the Meals on Wheels program. Volunteers also stated that there is a need for additional loading/unloading parking spaces in this area, as well as a need for a canopy structure to shield the volunteers from inclement weather. In the time since these concerns were brought up, City staff has held multiple meetings with the Area Agency on Aging to develop a conceptual plan for improvements to this area. This conceptual plan included the relocation of the existing trash dumpster, the construction of new pavement to provide additional loading/unloading parking stalls, and the installation of a canopy structure over the loading/unloading area.

In March 2020, the City entered into an agreement with Olsson to provide design and construction management services for the improvements in this area. In accordance with the City of Joplin's procurement policies, a Request for Proposal for construction of the Senior Center-Meals on Wheels Zone Improvements project was advertised in the Joplin Globe on January 3, 2021, and bids were received by the City on February 18, 2021. Three proposals were received, with G & G Construction Company, Inc. selected as the lowest, most responsive bidder. The low bid was below engineers estimate. Work will begin after the contract is approved and signed and is to be completed by September 15, 2021.

FUNDING SOURCE
CDBG-DR Grant Funds

RECOMMENDATION

Staff recommends approval of Council Bill 2021-402, Construction Agreement between City of Joplin and G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50), for the Senior Center-Meals on Wheels Zone Improvements Project on first reading.

ATTACHMENTS

Council Bill 2021-402; Agreement; Bid Summary

BID SUMMARY

PROJECT: Senior Center-Meals on Wheels Zone Improvements Project

DATE OF BID OPENING: February 18, 2021

CONTRACTOR	BID
G & G Construction Company, Inc.	$109,469.50
R.E. Smith Construction Company	$130,006.80
Branco Enterprises, Inc.	$226,860.00
Engineer's Estimate	**$132,250.00**

AGREEMENT

CITY OF JOPLIN AND G & G CONSTRUCTION COMPANY, INC.

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, 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:

Senior Center-Meals On Wheels Zone Improvement Project
CDBG-DR Grant No. B-12-MT-29-0001

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 September 15, 2021.

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, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. 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.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) 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.

5. **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 One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) 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.

6. **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 this project:

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.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 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.

6.2 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.

7. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. 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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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 $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.

14. **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.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, 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.

16. **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.

17. **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.

18. **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).

19. 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.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result 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.

21. Architectural Barriers. This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of “residential structure” (as defined in 24 CFR 40.2) or the definition of “building” [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. 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.

23. 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.

24. 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

f. Proposal
g. Statement of Bidder's Qualifications
h. Contractor Past Performance Questionnaire
i. Performance Bond
j. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed
n. Restriction on Lobbying
o. Affidavit for Federal Work Authorization Program
p. Certification Regarding Government-Wide Waiver and Release of Liens
q. Certificate of Contractor
r. Subcontractor Disclosure Form
s. Affidavit of Compliance with Prevailing Wage Law
t. Certification of Bidder of Equal Employment Opportunity

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 One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50), said amount being subject to any approved addenda or change order.

25. **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.

26. **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.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor 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.

31. 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.

32. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

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.

33. Anti-Kickback Rules. The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, 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 discrimination 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.

35. 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.

36. Notices. All notices required or permitted herein under 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.

37. Statement that Project is Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. 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 final grant report is submitted by the City to HUD. 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.

39. Federal Labor Standards Provisions. The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. 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, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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 setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations 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, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. 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.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction 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 portion of the sentence immediately preceding paragraph (a) and 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 of 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 administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. 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.

41. **Women and Minority Business:** The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises 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.

    Evidence of a "good faith effort" includes, but is not limited to:

    a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

    b. 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;

    c. 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.

42. **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.

43. **Civil Rights Act of 1968.** Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. **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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. 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.

46. 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.

47. 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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **City of Joplin 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.

53. **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.

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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 therefore.

Leslie Haase, Director of Finance

CONTRACTOR: G & G Construction Co., Inc.
641 E. Java Road
Carthage, MO 64836

By: _____

Printed Name:

Title:

Date:

APPROVED AS TO FORM

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____

Troy Bolander, Director of Planning, Development & Neighborhood Services

Date: _____

COUNCIL BILL NO. 2021-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement Project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement with G & G Construction Company, Inc. in the amount of One Hundred Nine Thousand Four Hundred Sixty-Nine and 50/100 dollars ($109,469.50) for construction of the Senior Center-Meals on Wheels Zone Improvement 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 G & G Construction Company, Inc.

Section 3. 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 Planning, Development and Neighborhood Services and his certification to the effect to the Director of Finance, the consultant shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2021, by a vote of_____.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2021-402

I hereby certify that a sufficient amount is available in the CDBG-DR Fund to pay the amounts called for on the basis of the bids received by the City.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021- 403 - Consolidated Planning Grant Agreement

MEETING DATE:
March 1, 2021

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, City Manager- Nicholas Edwards

SUMMARY REQUEST:
This is an amendment to the Consolidated Planning Grant (CPG) agreement approved by the City Council on September 21, 2020. This amendment adds two additional items: aerial photography and the ADA assessment.

Delays caused by COVID-19 extended the timeline for completion of the ADA Sidewalk Assessment which is being partially funded with CPG funds. The remainder of the contract has been added to the Unified Planning Work Program (UPWP) to allow the City to be reimbursed by the Missouri Department of Transportation (MoDOT) for the rest of the project. The aerial photography contract spans six years and the City of Joplin pays Jasper County for those services annually. This addition to the UPWP allows the City to be reimbursed by MoDOT for 80% of aerial photography expenses.

The addition of these two projects increases the CPG agreement to four hundred and fifteen thousand seven hundred and sixty-seven dollars ($415,767). Attached are Amendment 1 to the FY 2021 UPWP and the Council Bill.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
This Council Bill includes a budget amendment for increased expenses. This grant is reimbursed at 80% by MoDOT and funded 20% by the Transportation Sales Tax.

RECOMMENDATIONS:
Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance

ATTACHMENTS:
CB 2021-403, 2021 UPWP Amendment 1, CPG agreement

Task 6 – ADA Transition Plan Pedestrian Updates

Objective

To conduct an assessment of ADA compliance on City of Joplin sidewalks and ramps.

Current Status

The ADA sidewalk and ramp assessment was scheduled to be completed in FY 2020 but was significantly delayed due to COVID-19 restrictions. This amendment covers the remaining balance in the contract for services to complete the assessment.

Tasks Completed in FY 2020

Approximately 60% of the assessment was completed in FY 2020, including the data collection. Synthesis and analysis of data and final reporting will be completed in FY 2021.

FY 2021 Work Items

Complete ADA Sidewalk and Ramp assessment

Complete the ADA Transition plan update for pedestrian transportation system component of Joplin's ADA Transition Plan.

Update the JATSO Bicycle and Pedestrian Transportation Plan as needed.

FY 2021 End Products

Updated pedestrian transportation system component of ADA Transition Plans for Joplin

Final ADA Sidewalk and Ramp assessment presented to the JATSO Policy Board and Joplin City Council.

Updates to JATSO Bicycle and Pedestrian Transportation Plan approved by the JATSO Policy Board.

Schedule for Completion

This assessment will be completed in FY 2021.

Budget

Federal Share (80%): $80,000 Local Share (20%): $20,000 Total: $100,000

Task 7 – Aerial Photography

Objective

Maintain updated aerial photographs of the JATSO Metropolitan Planning Area.

Status

Aerial photographs were updated in FY 2018 and FY 2020. The final set of aerial photographs in this contract will be taken in FY 2022. The contract for services spans six years. This amendment will allow JATSO to pay for aerial photography services conducted in February 2020.

FY 2020 Work Items Completed

Updated aerial photographs in JATSO's GIS database.

FY 2021 Work Items

Pay invoice for work in February 2020.

FY 2021 End Products

None.

Schedule for Completion

The next update of JATSO's aerial photography in the GIS database will occur in FY 2022.

Budget

Federal Share (80%): 17,877 Local Share (20%): 4,470 Total: 22,347

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,607
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,404
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
ADA Sidewalk and Ramp Assessment	$ 80,000	$ -	$ 20,000	$ 100,000
Aerial Photography	$ 17,877	-	$ 4,470	$ 22,347
Total	$ 415,767	$ 68,282	$ 121,013	$ 605,062

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 415,767
5307 Funds	$ 68,282
Local Match	$ 121,013
Total Funds Allocated	$ 605,062

CCO Form: TP02
Approved: 09/97 (BDG)
Revised: 03/20 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATION GRANT AGREEMENT
FIRST AMENDMENT

THIS FIRST AMENDMENT is entered into by the City of Joplin (hereinafter, "Grantee") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the parties have previously entered into a *Transportation Planning Consolidated Grant Agreement* (hereinafter, "Original Agreement") which was executed by the Grantee on September 23, 2020 and by the Commission on September 25, 2020; and

WHEREAS, the parties wish to amend the Agreement between the parties for:

- The continuation of Task 6, ADA Transition Plan Pedestrian Updates from the previous year
- The addition of Task 7, Aerial Phtography

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) CONTRACT PRICE AND PAYMENT: That paragraph (9)(A) of the Orignal Agreement, is deleted and replaced with:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) in the Orginal Agreement up to the maximum amount of $415,767 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(2) SCOPE OF SERVICES: Appendix A which was attached to the Orignal Agreement, is deleted and replaced with a revised scope of services which is attached to this Amendment as "Amended Appendix A".

(3) EFFECTIVE DATE: This Amendment shall be effective as soon as all parties have signed and shall cover approved work from the Unified Planning Work Program during FY 2021.

(4) ORIGINAL AGREEMENT: Except as amended, modified, or supplemented by this Amendment, terms and conditions of the Original Agreement and all prior amendments between the parties shall remain in full force and effect and the unaltered provisions of the Original Agreement and prior Amendments shall extend and apply to this First Amended Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment on the date last written below.

Executed by the Grantee on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	GRANTEE
_____	By_____
Title_____	Title_____
Attest:	Attest:
_____	By_____
Secretary to the Commission	Title_____
Approved as to Form:	Approved as to Form:
_____	By_____
Commission Counsel	Title_____
	Ordinance Number _____

Amended Appendix A

Financial Summary Tables

Task Funding Summary

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$ 88,364	$ -	$ 22,091	$ 110,455
Short Range Transportation Planning	$ 41,285	$ -	$ 10,321	$ 51,607
Long Range Transportation Planning	$ 139,524	$ -	$ 34,881	$ 174,404
Transit Planning	$ -	$ 68,282	$ 17,071	$ 85,353
Geographic Information Systems	$ 48,717	$ -	$ 12,179	$ 60,896
ADA Sidewalk and Ramp Assessment	$ 80,000	$ -	$ 20,000	$ 100,000
Aerial Photography	$ 17,877	-	$ 4,470	$ 22,347
Total	$ 415,767	$ 68,282	$ 121,013	$ 605,062

Source Funding Summary

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 415,767
5307 Funds	$ 68,282
Local Match	$ 121,013
Total Funds Allocated	$ 605,062

COUNCIL BILL NO. 2021-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

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

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of four hundred and fifteen thousand seven hundred and sixty seven dollars ($415,767) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Seventeen Thousand Five Hundred Dollars and No Cents ($17,500.00).

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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2021, by a vote of_____.

_____
Ryan D. Stanley Mayor

ATTEST:

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Resolution 2021-005. This Resolution is to formally adopt an official City of Joplin Brand.

MEETING DATE:

Monday, March 15, 2021.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

This resolution seeks formal adoption of a new brand logo for the City of Joplin, and a Style Guide which provides specific guidance Guide to ensure that branding and messaging of the City of Joplin are consistent and of high quality.

BACKGROUND:

There are several brand logos being used throughout City departments. This inconsistency does not serve to project a cohesive message for the City as a whole.

A committee of City employees has been working since May 2020 to develop a new City Brand and Style Guide.

This resolution is to adopt Branding which supports a positive communication imagining and provides unified guidelines for all City departments to follow.

FUNDING SOURCE:

A funding strategy will be spread over several fiscal years, with full implementation by the end of FY2024.

RECOMMENDATIONS:

The City of Joplin Branding Committee recommends adoption of this Resolution.

ATTACHMENTS:

Resolution 2021-005

City of Joplin Brand artwork

Style Guide



RESOLUTION NO. 2021-005, Exhibit A

RESOLUTION NO. 2021-005

A RESOLUTION approving the adoption of the official City of Joplin Brand.

WHEREAS, as an expression of the growth and vitality of our community in recent years, a committee of City employees has approved a new City Brand; and

WHEREAS, the Brand design was inspired by Joplin's geographic location at the crossroads of America; and

WHEREAS, the Brand design further depicts a constant horizon signifying both the opportunities and challenges we have faced throughout our history; and

WHEREAS, the City wishes to formally adopt a Brand Style Guide to ensure that branding and messaging of the City of Joplin are consistent and of high quality.

BE IT RESOLVED that the City Council approves and adopts the official City of Joplin Brand artwork as shown in Exhibit A, attached hereto.

Section 1. That the City Brand shall consist of:

> The word Joplin in all capital letters with the "crossroads" depicted within the letter "P" and a "new horizon" as a line across the entire word, just below center of the horizontal design.

Section 2. That the City Brand may be used only in the color standards adopted herein, or monochromatic, and may be used in various sizes as appropriate in the circumstances, as show in the Style Guide in Exhibit B, attached hereto.

Section 3. That the City Brand image or likeness, as with the official City Seal, may not be used without the express written consent of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____2021, by a vote of

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

JOPLIN
MISSOURI

BRANDING GUIDE

City of Joplin Internal Guidelines

In order to bring unity to the City of Joplin, we have developed a set of guidelines to bring a cohesive look and brand to Joplin, Missouri. It is important to follow the guidelines set forth in this guide to maintain the integrity of the brand.

Approved by: Management Team | **Date:** March 10, 2021 | **Revised:** March 10, 2021

JOPLIN
MISSOURI

Please Note:

The details described within this City of Joplin Style Guide are supported by Resolution 2021-005 of the Joplin City Council, March 15, 2021. All previous city brand images are obsolete and are not to be used. Any deviation or alterations from the content of this Guide must first be submitted to the City Clerk's office, for consideration by the City of Joplin Branding committee. Use of the City's Brand and/or City Seal by any non-City of Joplin organization or agency is forbidden without the express written consent of the City of Joplin. Such requests must be sent to: City of Joplin, City Clerk, 602 S. Main Street, Joplin, Missouri 64801.

TO EMPLOYEES

This style guide was created to ensure every message from our city is presented in unity.

Joplin has a rich history with resilient, proud people.

We all have the responsibility to consistently display an accurate representation of these values.

This means every message we present should contain our proper logos, fonts, and colors. In doing so, we will build trust, awareness, and a strong association with the brand.

BRAND NARRATIVE

The Destination and The Way

Joplin was born from mining camps and continues to be home to a people unafraid of rolling up their sleeves and working hard for the local community and country at large. This is represented by the "sunburst" within our logo, a reference to the light coming from a "sunshine lamp" used by miners.

As the city grew and time marched on, Joplin became a hub for travel and commerce. Situated in the heart of the midwest, Joplin became both a welcoming waypoint for weary travelers and a growing destination for families and businesses alike.

The expanding horizon spreading from the sunburst in our logo signifies both the opportunities and challenges the citizens of Joplin have risen to meet throughout their history.

Joplinites have seen their city through crises and cultural change year after year for over a century. They have built and rebuilt their city, passing down a legacy of strength and self-reliance from one generation to the next.

With our feet firmly planted on the lessons of the past, and with eyes fixed on the horizon. We forge ahead, united through new challenges, building a community that is both an ideal destination and a welcoming waypoint at the crossroads of our country.

BRAND CHARACTER AND MESSAGING/TONE

The character of a brand is what makes it relatable to its audience.

We want our residents to feel a positive connection with our brand and see an accurate representation of themselves within it.

Our people have always been hard-working, ready to lend a hand, and take pride in their hometown.

Joplin, and the land on which it sits, has always afforded opportunity, drawing in people from all over to visit or to stay.

Any messaging should be helpful, welcoming, and intent on furthering the city's growth.

OUR VISION

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.

Our connected community benefits from world-class health care, reasonable cost-of-living, and economic opportunity for all.

Together we are ready for anything!

Ad Omnia Parata

BRAND RELATIONSHIP

Parent Brand

Represents the city as a whole.

JOPLIN MISSOURI

Partner Brands

City divisions that have recognizable identities within the community.

VISIT JOPLIN MO .COM

Deputy Brands

Deputy Brands are all other Departments, Boards and Commissions that are empowered by the Parent Brand.

JOPLIN
RECYCLING AND SOLID WASTE MANAGEMENT

JOPLIN
PLANNING, DEVELOPMENT, AND NEIGHBORHOOD SERVICES

JOPLIN | HOUSING AUTHORITY

JOPLIN | HISTORIC PRESERVATION COMMISSION

**ABOVE ARE EXAMPLES TO HELP ILLUSTRATE THE DEPARTMENTS, BOARDS AND COMMISSIONS THAT FALL INTO EACH PART OF JOPLIN'S BRAND. NOT ALL DEPARTMENTS, BOARDS OR COMMISSIONS ARE DISPLAYED.

LOGO COLOR USAGE

It is imperative that you use the following guidelines when using our logo.

Incorrect usage could cause our logo to become public domain and we would then lose our exclusive rights to it.

Also, an incohesive use of our brand can cause a loss of trust in the information provided.

FULL COLOR



ONE COLOR

The logo may be represented in a single color using color palette colors.





BLACK

The logo can be used on a light color background in all black.



WHITE

The logo can be used on a dark color background, but the logo needs to be all white.

SUPPLEMENTAL USAGES

These are departments that are related to the City of Joplin brand, but have recognizable identities within the community.

If used with the Parent Brand, follow Multiple Logo Usage guidelines (p9).

JOPLIN FIRE DEPARTMENT

JOPLIN POLICE DEPARTMENT

JOPLIN REGIONAL AIRPORT

JOPLIN PARKS & RECREATION

JOPLIN PARKS & RECREATION

DEPUTY BRANDS

Non-Branded Departments

Deputy Brand departments do not have an individual brand but are empowered by the Parent Brand: City of Joplin.

Examples:

JOPLIN
FINANCE

JOPLIN
MUNICIPAL COURT

JOPLIN
RECYCLING AND SOLID WASTE MANAGEMENT

These departments can use the city logo in full color, black, or white.

Deputy Brand departments are represented with the Parent Brand logo without "Missouri", and a thin horizontal Blue Lagoon line placed underneath the Parent logo.

Located under the line is the department name in Blue Lagoon using Martel Sans font. The department name should be kept to two lines maximum and the width should not exceed the width of the Parent Logo.

A template has been created to help with spacing and setup for the Deputy Brand departments.

If using black or white, all elements must be either Black or White.

Black Example:

JOPLIN
FINANCE

White Example:

JOPLIN
HUMAN RESOURCES/ RISK MANAGEMENT

DEPUTY BRANDS

Boards & Commissions

Our boards and commissions in Joplin play an important role in the community and represent the city in their different fields.

Boards and commissions' logos are part of the Deputy Brand. They are represented with the Parent Brand without "Missouri" but are separated from the other department Deputy Brands by:

- Placing a thin Blue Lagoon line to the right of the Parent Brand logo
- Placing the Board or Commission name to the right of the line and centered to the Parent Brand logo with specifications being:
    - Color as Blue Lagoon
    - Font in Martel Sans
    - Width no wider than 3/4 the width of the Parent Brand logo and Height not to exceed 3 lines or height of the Parent Brand logo

The Boards and Commissions have their own template to help with spacing, guidelines and setup.

Examples:

JOPLIN | CITY TREE BOARD

JOPLIN | HISTORIC PRESERVATION COMMISSION

JOPLIN | INDUSTRIAL DEVELOPMENT AUTHORITY

UNACCEPTABLE LOGO USAGE

These are the correct logo uses:

CORRECT

CORRECT

The following are modifications of the City of Joplin logo deemed unacceptable:

INCORRECT

DO NOT change colors of the logo. Use only those specified in the logo color usage section of the Branding Guide.

INCORRECT

COMING SOON

DO NOT allow graphics or copy to cover any part of a Joplin City logo.

INCORRECT

DO NOT add, delete or change elements or fonts on the logo. This includes changing spacing of letters or lines of text.

INCORRECT

DO NOT skew, stretch or distort the logo. When resizing you must maintain the same proportions.

INCORRECT

DO NOT flip logo so that when reading, the logo ends up backwards or upside down.

INCORRECT

DO NOT recreate the logo. This logo cannot be recreated using a font. The Branding Committee can provide appropriate files.

INCORRECT

DO NOT add outlines to the logo.

INCORRECT

Lorem ipsum dolor sit amet, consectetuer adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim molestie consequat, vel illum dolore

DO NOT overlay text on the logo or change the logos opacity.

INCORRECT

DO NOT print or place logo on a background or image that makes the logo difficult to read.

INCORRECT

DO NOT distress or add textured pattern to the logo.

MULTIPLE LOGO USAGE

In case of sponsored events that feature multiple branded departments and/or businesses, all departments, boards, and commissions logos should be smaller or the same size as the City of Joplin logo.

Example:





COLOR PALETTE

Our color palette is meant to help communication from each department stay on brand.

These colors were inspired by different murals throughout our beautiful city such as "The Butterfly Effect:"



Regal Blue

Hex	#123A54
RGB	18 58 84
CMYK	96 74 44 36
PMS	534

Blue Lagoon

Hex	#005B82
RGB	0 91 130
CMYK	96 62 29 10
PMS	634

Storm Dust

Hex	#5F5F5C
RGB	95 95 92
CMYK	61 53 55 25
PMS	417

Wasabi

Hex	#83A226
RGB	131 162 38
CMYK	55 20 100 2
PMS	4212

Buttered Rum

Hex	#D1B10E
RGB	209 177 14
CMYK	21 26 100 0
PMS	606

Rust

Hex	#BF500B
RGB	191 80 11
CMYK	19 79 100 8
PMS	718

APPROVED FONTS

Martel Sans

Martel Sans is generally not in a standard font library, but can be downloaded for free.

USAGES: Deputy Brands (Department and Boards & Commission Logos) and Design Materials (brochures, newsletters, ads, postcards, business cards, etc)

FONT SAMPLE:

(Regular)

Aa Bb Cc Dd Ee Ff Gg
Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu
Vv Ww Xx Yy Zz
1234567890

(Bold)

Aa Bb Cc Dd Ee Ff Gg
Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt
Uu Vv Ww Xx Yy Zz
1234567890

Verdana

Verdana is a widely-supported font across most platforms. You should be able to find Verdana for all general uses.

USAGES: Email communications, word documents, agendas, etc.

FONT SAMPLE:

(Regular)

Aa Bb Cc Dd Ee Ff Gg
Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt Uu
Vv Ww Xx Yy Zz
1234567890

(Bold)

Aa Bb Cc Dd Ee Ff Gg
Hh Ii Jj Kk Ll Mm Nn
Oo Pp Qq Rr Ss Tt
Uu Vv Ww Xx Yy Zz
1234567890

Reklame Script

Reklame Script is a special licensed font and is to be used as an accent in design materials.

USAGES: Approved design material purposes

FONT SAMPLE:

(Regular)

Aa Bb Cc Dd Ee Ff Gg Hh Ii
Jj Kk Ll Mm Nn Oo Pp Qq Rr
Ss Tt Uu Vv Ww Xx Yy Zz
1234567890

(Bold)

Aa Bb Cc Dd Ee Ff Gg Hh
Ii Jj Kk Ll Mm Nn Oo Pp
Qq Rr Ss Tt Uu Vv Ww Xx
Yy Zz
1234567890

RECOMMENDED SPACING

To keep the brand looking clean, professional, and consistent, do not place any object within the "safe" space, designated by the height of the Regal Blue in the letter "N" in Joplin. In the example below, the Regal Blue is represented as "X".

Logo Spacing Example



X is equal to the Regal Blue of the letter "N" and designates the "safe" space.

To accurately measure the safe space make sure your logo is the final size in your project. Zoom into the letter "N". Using a shape tool, draw a box that perfectly aligns with the height of the dark blue. Rotate your new box as needed to ensure spacing around the logo matches appropriately.

#1 Size → **#2 Trace Shape** → **#3 Rotate and Place**



Acest quae a vent. Sedia doluptae paribus alibus doluptur ad es inciende niant quia nobis demod quatatam qui nobitatquos adit, solore nectur sit, volor

FINISHED



Acest quae a vent. Sedia doluptae paribus alibus doluptur ad es inciende niant quia nobis demod quatatam qui nobitatquos adit, solore nectur sit, volor sus, quos volor sim rendam quae pori to dolupient repro

BUSINESS CARDS

There are two designs to choose from for business cards. The layout of the business cards may not be redesigned. Business cards must be printed with an approved vendor.







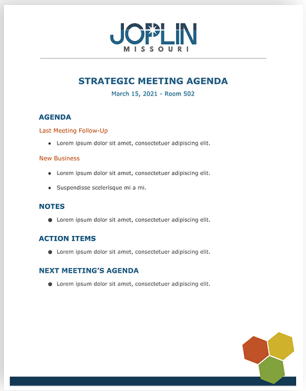


TEMPLATES

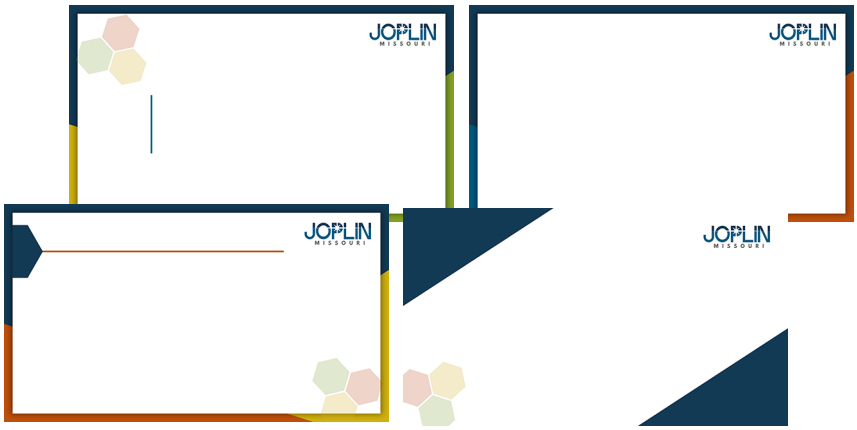
Branded templates have been created and are available in Microsoft PowerPoint, Word, and Excel. It is vital that you use these templates appropriately to help solidify the brand.

Employees can access these templates on the shared L: Drive (Everyone). Departments are encouraged to print envelopes externally. Other documents can be printed in-house, but extra care must be taken to match the color palette (see page 10).

Agenda



Presentation



Letterhead



Envelopes



EMAIL SIGNATURES

Email signature archetype designs are created using a combination of HTML and referenced (src), publicly available (hosted) images (used minimally to optimize deliverables) and will be created and approved in advance by the Branding Committee to meet consistency and deliverable standards. Email signatures will be implemented and updated as needed by the web and email system admin and/or the Information Technology Department with appropriate knowledge of and access to the associated Microsoft Office 365 Exchange Admin Center.

Example:

JANE SMITH
TITLE | CITY OF JOPLIN
602 S Main Street, Joplin, MO 64801
W: (417) 876-5523 | M: (417) 325-5678
JSmith@joplinmo.org | Joplinmo.org

JOPLIN MISSOURI

AD SPECIALTY ITEMS

Any items produced with the City of Joplin or your specific department's branding as means of advertising must have approval from the appropriate department prior to production. Due to the large number of possible promotional items you may encounter, this guide does not contain a list of all possible combinations. The appropriate department will work with you to maintain the integrity of the brand while allowing for creativity.



APPAREL

Any apparel created with branding from the Parent, Partner or Deputy brands must have approval before production. Approved colors include full color, one color from the approved color palette, all black or all white. Contact the appropriate department for details on ordering apparel or purchasing your own City of Joplin branded clothing.



VEHICLE DECALS

Brand decals will be the Parent Brand or the Deputy Brand logo.

For trucks and equipment, the decal should be placed on both front doors.





For vans and other larger vehicles, the decal should be placed in the middle of each side, as pictured.





AROUND JOMO

Dated building signage, directories, and public locators, as well as promotional materials used throughout the City of Joplin will require a branding up and should be accomplished at the next renovation or printing, and fully accomplished no later than the end of Fiscal Year 2024.

Examples:









FAQ

Why is it important to follow the City of Joplin brand standards?

A: Following brand standards, including logo usage, color guidelines, department styles, and all that is provided within this guide, ensures we are presenting a consistent identity for our city. Straying from these guidelines would present a sloppy, unprofessional look.

What is Joplin's logo color?

A: The City of Joplin's main logo uses both the Regal Blue and Blue Lagoon colors. For usage guidelines, refer to all logo usage sections. If you have any questions, contact the City Clerk's Office.

Where can I download logos for the City of Joplin?

A: If you are an employee, you can access all of the City of Joplin logos on the L: "everyone" drive on a City of Joplin computer. If you are requesting the logo for another entity, please have them contact the City Clerk's Office to receive a copy of the brand guidelines.

Can our department name be used on the logo?

A: Each department is able to use the Parent Brand logo in conjunction with their department name. Most department logos have already been created and can be accessed on the L: "everyone" drive on a City of Joplin computer or by contacting the City Clerk's Office. Guidelines for department logo use are located in the Partner Brands and Deputy Brands sections of the Brand Style Guide.

May I revise the letterhead design?

A: Letterheads have already been pre-designed and must not be changed. There are two letterheads available: One of which incorporates the City Seal and is only to be used for official documents.

What font can I use when typing emails, letters, or memos?

A: Please use the font Verdana for emails, letters, or memos.

Can I design my posters and fliers?

A: Yes, but all promotional materials need to be approved by the City Clerk's Office to ensure proper branding. If you are not a designer, you can contact the City Clerk's Office for assistance.

May I still use the old logo?

A: DO NOT use former logos or other outdated branding that is not contained within this branding guide. If you find items using a logo not approved by this guide, please contact the City Clerk's Office so we can have it corrected.

Are there any standards for signs that need to be made either for the interior or the exterior of the building?

A: Yes. Signs on City of Joplin buildings and property must be approved by the Director, Public Works or their designee. This ensures the signage codes for the City, as well as the branding guidelines, are adhered to.

Can we use the logo as a watermark for certain projects or on images?

A: If you question any use of the logo that is not easily described in the branding guide, please send the artwork to the City Clerk's Office for approval or clarification.

CONCLUSION

The City of Joplin logo is a registered trademark of the City of Joplin, MO and cannot be duplicated, disseminated, or appropriated by others without permission. Any and all use of the City of Joplin brand or our themes, whole or in-part, are prohibited until permission is given.

The City of Joplin reserves the right to withdraw prior approval if the guidelines contained within this document are violated.

We appreciate your cooperation in following this guide we have created in an effort to best represent our community and promote its best qualities in a unified manner.



Please Note:

The details described within this City of Joplin Style Guide are supported by Resolution 2021-005 of the Joplin City Council, March 15, 2021. All previous city brand images are obsolete and are not to be used. Any deviation or alterations from the content of this Guide must first be submitted to the City Clerk's office, for consideration by the City of Joplin Branding committee. Use of the City's Brand and/or City Seal by any non-City of Joplin organization or agency is forbidden without the express written consent of the City of Joplin. Such requests must be sent to: City of Joplin, City Clerk, 602 S. Main Street, Joplin, Missouri 64801.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-506 – Approving a contract with Etico Solutions Inc. to complete a Police Department Resource Allocation study.

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-506 Ordinance; Exhibit "A" Etico Solutions Inc. Contract; Etico Solutions Inc. Bid Response; City of Joplin RFP; Summary of Scores

REVIEWED BY
Department Head: Leslie Haase; Police Chief: Sloan Rowland; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Etico Solutions Inc. to complete a Police Department Resource Allocation study.

BACKGROUND
City Council recently established their updated vision and goals for the City. One of the six goals set by Council is to reduce crime and increase safety. As one step in that goal and related strategic plans, the Police Department released a request for bid proposals to complete a resource allocation study. The study will provide an external review of various components of the current operations of the police department, as well as review the impact of growth of the community to the level of services provided. Broadly, the request requires the consultant to:

- Recommend optimal staffing levels in the Police Department
- Recommend optimal work schedules in certain divisions of the Department
- Recommend optimal beat configuration within the city limits

The RFP was issued on January 22, 2021 with a due date of February 19th. City staff recently completed its assessments of the bids. This is a summary of the bid evaluation process.

Summary of Bid Process:
The following four bids were received in response to the Police Resource Allocation Study RFP:

- Etico Solutions Inc.
- Alexander Weiss
- T&M USA
- Berry Dunn

A city staff team was assembled to assess the bids as set forth in the RFP. The team was comprised of Sloan Rowland, Brian Lewis, Will Davis and Leslie Haase. The bids were assessed as follows:

- 25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
- 25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 10% References – will be based on references submitted as part of RFP but can include clients not submitted.
- 30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
- 10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the scores is attached for your review. From the total scores and related knowledge of the respondent, the team determined that finalist interviews were not needed. The lowest and best bidder is Etico Solutions Inc. Etico Solutions had a total score of 364 and the next score was 267.6 by Alexander Weiss. Etico Solutions was the low bidder and will complete the study at a total cost of $39,000.00. The timeline estimates the study will be complete by the end of November 2021.

FUNDING SOURCE

This council bill includes a budget amendment to the general fund in the amount of $39,000.00 to complete this study.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to continue progress towards the City Council goals and vision.

COUNCIL BILL NO. 2021-506 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Etico Solutions Inc. to complete a Police Department Resource Allocation study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020 and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Etico Solutions Inc. to complete a Police Department Resource Allocation study, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Thirty-Nine Thousand Dollars and No Cents ($39,000.00).

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. 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 that said Ordinance requires an appropriation adjustment.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Joplin Police Department
303 East 3rd Street
Joplin, MO 64801
417-623-3131

NAME, ADDRESS & PHONE OF CONSULTANT
Etico Solutions Inc.
3275 Sycamore Springs Road
Mountain Home, AR 72653
(309)333-4906

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2021-RFP-06 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated January 22, 2021 which proposal is attached hereto and incorporated herein as Exhibit C; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit C. The term of the Agreement shall be for the period specified in Exhibit C.

3. **Price:** The City agrees to pay the Consultant not to exceed the total amount of $39,000.00 for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure 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 the City except as employees of the Consultant. All the services required hereunder will be performed by the 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 the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may,

without cause, terminate this contract upon 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 the City become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. 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.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not

limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Edwards, City Manager

CONSULTANT

_____
Etico Solutions Inc.

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

ETICO SOLUTIONS INC.

3275 Sycamore Springs Rd
Mountain Home, Arkansas
72653

(309) 333-4906
tim@eticosolutions.com

http://www.eticosolutions.com

Friday, February 12, 2021

Re: Request For Proposal No. 2021-RFP-06

Sloan Rowland, Chief of Police
Joplin Police Department
303 East 3rd Street
Joplin, MO 64801

Chief Rowland,

Thank you for the opportunity to respond to the recent RFP posted by the City of Joplin for a Police Department Resource Allocation Study. I have taught on this topic for the last 25 years to tens of thousands of law enforcement administrators throughout the country and have conducted over 40 studies of this nature. I am confident that Etico Solutions, Inc. is perfectly suited to complete the scope of this study in a manner that exceeds the city's expectations.

The process that is explained in this response is the same process that I have personally taught to all Joplin PD administrators and supervisors who have attended the Missouri Police Chief's Association Command College for the last eleven years. If selected, the terminology contained in the report and the functionality of the accompanying Excel models should be very familiar to most of your command staff. I firmly believe that our analysis process, based initially on the Northwestern University Center for Public Safety's PAM model, is the most comprehensive method for police resource analysis in use today.

A comprehensive data-driven staffing analysis is a large expenditure for many agencies and the opportunity to conduct such an analysis does not present itself often. As a former police officer of 10 years and now a full-time researcher focused solely on this topic for the last 16 years, I believe I can offer a level of experience and expertise that many large consulting firms cannot match. Etico Solutions, Inc is a one-person corporation which means that I would be conducting every step of the project myself just as I have in all past studies. While larger firms can promise faster completion times by assigning a team of people to a project, I believe that a single researcher who conducts the study from start to finish is able to offer a much better result. It would be my pleasure to perform this study for the Joplin Police Department in order to aid in improving the efficiency and effectiveness of your personnel allocation.

Should you have any questions concerning this response, I encourage you to call me directly at 309-333-4906 at your convenience. Once again, I thank you for the opportunity to present this proposal and hope to get the chance to work with the Joplin Police Department.

Best regards,

Timothy J Freesmeyer
Etico Solutions, Inc.

Response to Request for Proposal No. 2021-RFP-06

Police Department Resource Allocation Study

Submitted by: Etico Solutions,Inc.

The following response is prepared in accordance with section 1.4 of RFP No. 2021-RFP-06 entitled "Content Requirements."

Project Methodology

The following section contains a synopsis of the methodology used to fulfill the scope of services for this project. The methodology used for the Patrol Division is very specific with a defined sequence of steps for determining staffing needs, analyzing beat equities, and analyzing the efficiencies of various schedules. The methodology used for the Criminal Investigations Division varies from one project to another based on the type and amount of historical data that may be present and the wishes of the agency administration. This section concludes with a description of anticipated deliverables, anticipated project milestones, and a proposed price and time for completion.

Patrol Analysis

In order to address the Patrol Division questions, Etico Solutions would analyze up to four years of past Computer Aided Dispatch (CAD) data to determine the current trends in each patrol activity category. This assumes that up to four years of data is available and that the data collection methods during that time period have not changed significantly. The data would need to be pulled from the most reliable CAD database by City of Joplin personnel and provided to Etico in an electronic format (preferably .csv or .txt).

After cleaning the database and restructuring for analysis, Etico will analyze the call-load by hour of the day, day of the week, and location to determine the patrol activity frequency for the agency. By using dispatch times, cleared times, report writing times, and other activities that generate work for the officers, a determination will be made on the time required to handle each patrol activity listed in the CAD. Multiplying the frequency of each patrol activity type by its average time to complete will yield the total reactive time for the agency. Workload completed by specialty teams (Traffic Unit, DWI Unit, K9 Unit, Bailiffs and Reserves) will be designated in the database so each unit's workload can be added to the patrol workload if desired.

The next step would be to calculate the agency's shift relief factor to determine the staff size needed in patrol to keep a desired number of officers on duty each day. To do this, three years of leave data and non-patrol time data such as training and special assignments will be used. This information would need to be gathered locally and submitted electronically to Etico Solutions.

Based on the shift relief factor and the calculated workload, the agency's current level of reactive minutes per hour for the patrol officers would be determined. The data and formulas would be incorporated into an interactive Excel model allowing the

agency to vary the minutes of reactive time per hour and see the immediate staffing needs that would accompany each level. Various performance expectations would also be calculated allowing the administrators to weight the expected levels of cross-beat dispatches, patrol intervals, and probabilities of saturation against the cost of additional officers.

Using the location of calls from the last full year of CAD data, Etico Solutions would evaluate the current beat structure to determine if the calls for service match the current deployment of officers. This would be accomplished by calculating the total hours of work in each beat and attempting to even the workload among all beats. If changes to the beat structure would improve the equality of workload (and assuming latitude and longitude values are provided in the data), a new beat structure would be determined.

The last four years of workload would be broken down by hour of the day and day of the week. The workload (in hours of reactive work) would be charted by percentage across the days of the week and hours of the day to create a "workload curve". For comparison, the current staffing would also be charted by percentages by hour of the day and day of the week to create a "staffing curve". The two curves would be charted on the same chart to determine any large gaps that exist between workload and staffing. Using an algorithm routine, the number of officers assigned to the shifts would be optimized to obtain the best correlation between the staffing and workload curves. Shift starting time and the possibility of additional "power" shifts to supplement the base shifts during peak times would be considered as well as any additional shift schedules in which Joplin PD may have an interest.

Investigations Division Analysis

Etico Solutions has completed many studies in the past for support units such as Investigations Units, Training Units, Records Units, and Property/Evidence Units. Support units often carry high workloads but they are not CAD-driven. Therefore, much of their work is not recorded or documented in any formal manner. In some agencies, the process for estimating staffing levels in support units can be done from limited available records. For other agencies, benchmarking with similar agencies might be a possibility. In yet other cases, a three to six month data collection process must be implemented to gather a snapshot of the workload being performed. In every case, the methodology to be used in estimating staffing levels for support units is confirmed at the time of the initial site visit when available data can be reviewed and unit supervisors can provide input on the selected method(s) to be used.

Deliverables

At the conclusion of the study, a full report would be prepared documenting the steps taken in the analysis, the results of the staffing analysis, and any recommendations for change in the beat design and work schedules that could potentially bring about greater efficiency and effectiveness for the agency. The interactive Excel models designed during the analysis would be provided along with the final report and a series of presentations would be made to Command Staff, City Administrators, and the City Council if necessary.

Project Milestones

The study would commence with an initial site visit of two to three days to collect data and to speak with all personnel who will be gathering information for this report. In order to reduce overall costs, interim meetings to discuss data findings and possible schedule configurations will be done using web conferencing and telephone conferences. A mid-term visit will be made once all data has been analyzed and a current baseline is established. The mid-term visit is typically one day on-site to discuss potential beat designs, staffing recommendations, and potential schedule alterations. A final on-site visit will be made at the conclusion of the study after the final report has been submitted and approved. The final site visit is when any presentations would be made. Additional on-site meetings or presentations would be at an additional cost of $1,000 per day plus travel expenses.

Proposed Cost

Etico Solutions is proposing a total cost of $39,000 for a study of the Patrol Division and Investigations Division which includes the cost of travel and expenses as described above. The reliability of the final staffing recommendations for the Criminal Investigations Division would be based on the method chosen and the availability and reliability of the workload data used. However, the proposed cost remains the same.

In order to cover travel costs on the front end of the study, Etico would request that 1/3 of the total be paid at the time of the initial site visit, 1/3 at the conclusion of the mid-term visit when the interim report is given explaining the agency's current baseline, and the remaining 1/3 when the study is complete and all presentations have been delivered.

Company Profile

Etico Solutions, Inc. is a registered "C" corporation located at 3275 Sycamore Springs Rd, Mountain Home, Arkansas 72653. The company was originally founded in July of 2004 by Timothy J. Freesmeyer and Terri L. Freesmeyer in the State of Illinois as a "C" corporation. When the corporation was relocated to Arkansas in 2017, the Illinois registration was terminated and the corporation was registered in the State of Arkansas. Etico Solutions has never been a participant of any mergers or acquisitions and has no present or former subsidiaries. All work is completed at the Mountain Home address.

Etico Solutions has always been a privately held corporation with all shares held by the following two officers:

- Timothy J. Freesmeyer, president, tim@eticosolutions.com, (309) 333-4906, and
- Terri L. Freesmeyer, secretary, terri@eticosolutions.com, (309) 333-4907

Timothy J. Freesmeyer serves as the project manager for all projects. Terri L. Freesmeyer handles travel arrangements, final report proofing, and limited assistance with data cleaning. There are no other employees which exempts the corporation from workers compensation insurance requirements.

Organizational Structure

Etico Solutions, Inc has a flat organizational structure. Timothy J. Freesmeyer is the only researcher for the corporation on the majority of projects and conducts all

research and data analysis. Draft reports are reviewed by Terri L Freesmeyer for grammatical proofing and formatting.

In the past, when conducting studies of very large agencies, Etico Solutions has used the assistance of sub-contractors who are also experts in the field of resource allocation for law enforcement. When sub-contractors were used, Timothy Freesmeyer remained the project manager and was solely responsible for the quality of work during each project. For this project, Timothy Freesmeyer would be performing all work without the use of subcontractors.

Key Staff Resume, Experience, and Qualifications

Prior to founding Etico Solutions in 2014, Tim Freesmeyer spent over two years in corrections and ten years as a police officer and police sergeant with the Normal (IL) Police Department. Tim received his introduction to resource allocation, beat design, and staff scheduling in the Northwestern University Center for Public Safety's School of Police Staff and Command (SPSC) in 1995 as a student. Tim completed the SPSC program in May and began teaching the resource allocation block in the SPSC as an adjunct faculty member in September of that same year (1995). After teaching resource allocation for five years throughout the country, he was offered a full-time faculty position with the Center for Public Safety as the Director of Management Training where he was responsible for managing the SPSC program, the Executive Management Program, and the Staff Supervision Program. He left the Center for Public Safety one year later to relocate his family to a smaller town setting.

Within six months of leaving the Center for Public Safety, Tim was contacted by the International Association of Chiefs of Police (IACP) and asked to join their training division as an instructor for resource allocation, beat design, and staff scheduling. Tim agreed as long as the IACP would allow him to teach courses using the same methodology he used for the Center for Public Safety. Tim spent the next three years conducting courses for the IACP throughout the country. In 2003, Tim was contacted by the IACP Management Consulting Director and was asked to join their management consulting team for projects that involved resource allocation, beat design, and staff scheduling. He participated on the IACP research team for many large studies throughout the country and took the primary lead on analyzing workload data, building the staffing models, optimizing beat designs, and optimizing schedules.

In 2004, Tim Freesmeyer founded Etico Solutions, Inc. and left the IACP to conduct studies under his own company name. Since that time, Etico Solutions has routinely taught resource allocation, beat design, and schedule optimization in command colleges in the states of Illinois, Texas, Michigan, Wisconsin, and Missouri. Etico Solutions continues to offer three to six courses per year hosted by various police departments throughout the country. Etico Solutions has had the privilege of starting off the Missouri Police Chief's Association's Command College every year since it started eleven years ago with five days of instruction on resource allocation, beat design, and schedule optimization. Since 1995, Tim Freesmeyer has taught well over 10,000 law enforcement managers and executives on the topic of resource allocation.

After forming Etico Solutions in 2004, we began conducting staffing studies for law enforcement agencies and emergency dispatch centers. To date, we have completed over 40 staffing studies for municipal, county, and state agencies throughout the

nation. Etico Solutions, Inc. does not advertise nor do we seek out RFP announcements on nationwide boards. All staffing studies that we have conducted have been the result of word-of-mouth recommendations from former clients and students who have contacted us and asked for assistance. We typically do not respond to RFPs that are received from unknown agencies or RFPs that contain unrealistic timelines or methodologies. We take great pride in our work and rely on the satisfaction of our former clients and their recommendations to others for generating future work.

Timothy Freesmeyer holds a bachelor's degree in Physics and a master's degree in Business Administration (MBA) both from Illinois State University. He completed six years of coursework as a Ph.D. candidate in the Educational Administration program at Illinois State University before returning to focus more stringently on Etico Solutions, Inc. A resume for Timothy Freesmeyer is attached to this response as "Attachment A" for review.

References

Steve Mylett is the current Chief of Police in Bellevue, Washington. Steve began his career with the Corpus Christi Police Department in south Texas before becoming Chief in Southlake, Texas and then Bellevue, Washington. Steve was a student in an Etico Solutions Resource Allocation class on the east coast and was instrumental in bringing Etico Solutions to the Corpus Christi Police Department in 2008 to conduct an agency wide resource allocation study. Steve served as the agency liaison for that study and had the most interaction with Etico Solutions throughout the entire project. After being appointed as Chief of Police for the Bellevue, WA Police Department, Steve reached out to Etico Solutions once again in 2017 to conduct a staffing study of their Patrol Division, Criminal Investigations Division, and Records Division. Steve has distinguished himself as a leader among law enforcement executives and remains a very close friend.

Steve Mylett, Chief of Police
Bellevue, Washington Police Department
(Office) 425-452-2031
(Mobile) 425-777-0299
bpdchief@bellevuewa.gov

Jaeson White is the current Chief of Police in Missoula, Montana. Jaeson recently accepted the position of Chief of Police after retiring with 25 years of service from the California Highway Patrol. Etico Solutions has recently completed a staffing study of the Missoula Police Department's Patrol Division and Criminal Investigations Division. The agency sent a Captain and a union representative to a Resource Allocation course held in Bellingham, Washington in 2019. After returning to their agency, the two representatives reached out to Etico Solutions to conduct a resource allocation study for their agency. Much of the research was conducted by the two course attendees while the data analysis, model creation, and final report were handled by Etico Solutions. Chief White has offered to serve as a reference at any time based on his satisfaction with the study and the efficiencies that the Missoula Police Department was able to achieve as a result of the study.

Jaeson White, Chief of Police
Missoula (Montana) Police Department
(Office) 406-552-6320
WhiteJ@ci.missoula.mt.us

Joshua Downing is a Lieutenant Colonel with the Colorado State Patrol. Etico Solutions was hired in 2015 to conduct a resource allocation study for their agency after one of their executive staff attended a resource allocation course at the Institute for Law Enforcement Administration in Plano, Texas. The study examined all patrol staffing throughout the state consisting of five districts with multiple troops per district and multiple posts per troop. Etico Solutions also analyzed all specialty sections and units such as Haz Mat, Executive Security, Investigations, Smuggling and Trafficking, etc. In 2016, the CSP expanded the original scope with an additional RFP for a Dispatch Study of all five CSP dispatch centers throughout the state. Etico Solutions was awarded that project as well and the two ran concurrently until finished.

Lt. Colonel Downing was assigned as the initial agency liaison for the study and has had the most exposure and benefit from the final study results. Since the study began, Lt. Colonel Downing has been promoted to the Executive Command level and uses the staffing model created for their agency on an annual basis to allocate new troopers throughout the state of Colorado effectively.

Joshua Downing, Lieutenant Colonel
Colorado State Patrol
(Mobile) 970-590-1268
joshua.downing@state.co.us

Timeline to Complete Study

Studies such as this typically require nine to twelve months to complete. The study could commence as soon as a signed contract is completed. Preliminary recommendations for patrol staffing and investigations staffing should be ready by August 1, 2021 with the beat analysis, schedule analysis, and final report completed by the end of November, 2021. After seventeen years of conducting similar studies, experience has shown that the time required to extract accurate and comprehensive CAD data varies greatly depending on the skills of the agency personnel conducting the query and the type of CAD system used by the agency. Etico has waited as long as nine months from the date of contract to receive initial CAD data from clients. While some work can begin immediately, the bulk of the work cannot be started until the CAD data is obtained and verified as accurate and complete. As the study progresses, there may be workload that is known to exist but is not quantified in any documentation. Allowing a longer time-frame for project completion provides the opportunity to either collect data or better estimate the missing workload instead of simply ignoring its existence. Etico Solutions is proposing a set cost for completion of this study. If the project takes longer to complete than originally expected, in order to ensure more accurate results, there is no additional cost to the agency. If accurate and complete

CAD data is obtained quickly, it may be possible to complete the project prior to the estimated deadlines. Etico Solutions believes this is the most ethical way to provide a quality product at an affordable price.

Appendix A

Timothy J. Freesmeyer

3275 Sycamore Springs Rd
Mountain Home, AR 72653
m: 309.333.4906
tim@eticosolutions.com

Relevant Employment

2004 - Present

Etico Solutions Inc., Macomb, Illinois

Founder and President

Etico Solutions was founded in March of 2004 as a sole proprietorship focused on law enforcement consulting, education, and training in the areas of resource allocation, staff scheduling, and resource deployment. Based on numerous opportunities in the private sector for online interactive training, the company was incorporated on July 3, 2004. Etico's project scope was expanded to include online training courses for the private security industry and corporate security organizations.

2001 - 2004

Western Illinois University, Macomb, Illinois

Faculty Development Office

May 2004 – July 2004: Interim Coordinator – Duties included the overall supervision and direction of the Faculty Development Office. Services and programs were directed towards all WIU faculty on both the Macomb Campus and the Quad Cities Campus. New faculty orientations, mentor programs, research seminars, and Faculty networking activities were all coordinated through the Faculty Development Office.

Center for the Application of Information Technologies (CAIT)

2001 - 2004: Instructional Development Services Coordinator – Duties included coordination and facilitation of faculty and student development within the College of Education and Human Services (COEHS).
2002 – 2004: Faculty Innovator's Program Coordinator – Organized, facilitated, and coordinated a twelve month technology introduction course for faculty members from the COEHS.
2001 - 2003: User Services and Support Coordinator – Duties included supervision and leadership for the User Services and Support staff and overall responsibility for the CAIT helpdesk.
2002 – 2003: Systems Support Coordinator – Duties included oversight and supervision of the System Support staff, the COEHS electronic classrooms, Compressed Video Services, and desktop support staff.
2002 – 2003: WIU CATALISE Project Coordinator - Assisted the Project Director in managing and coordinating a three year, multimillion dollar federal grant designed to Prepare Teachers to Use Tommorrow's Technology. This program entailed numerous site visits to other state and private institutions on a consultative basis to evaluate their technology use by faculty and to make follow-up recommendations for infusing technology into teaching and learning.
2002 – 2003: Abbott Laboratories Security Management Certification Course
Project Director for a six month, technology-rich, security management program. Duties included project acquisition, design, budget proposal and oversight, and

classroom instruction. This project was a joint venture between CAIT and the Law Enforcement and Justice Administration Department.

1995-2001

Northwestern University, Evanston, Illinois
Center for Public Safety

2000-2001: Junior Lecturer / Director, Management Training Division – Managed and led a division of four full time professional employees, six support services employees, and over eighty adjunct field instructors. Taught in the areas of Resource Allocation, Staff Scheduling, and Computers for Law Enforcement. As the division Director; maintained primary responsibility for the two week "Staff Supervision School", the three week "Executive Management Program", and the ten week "School of Police Staff and Command". Additional responsibilities included hiring and dismissal of adjunct instructors, curriculum review and approval, and program marketing and sales. While in this position, I introduced the BlackBoard Course Management System to the center and oversaw its implementation.
1995-2000: Adjunct Instructor – Areas of instruction included Resource Allocation, Staff Scheduling, and Computers. The Resource Allocation class was a considerable challenge for many students due to the mathematical and statistical nature of the class. Due to my undergraduate work in physics and mathematics, I was one of only two instructors for this block of material.

1990-2000

Normal Police Department, Normal, Illinois

1998-2000: Shift Watch Commander - Senior Sergeant on the midnight shift and served as the shift Watch Commander
1995-1998: Shift Sergeant - Transferred to uniform patrol as a shift sergeant on the 3rd watch.
1995: Attended Northwestern University Center for Public Safety "School of Police Staff and Command". Graduated in June 1995 and received the "Franklin J. Kreml" award for "high ethical and professional values and dedication to public service."
1994-1995: Detective Sergeant - Promoted to the rank of Sergeant and assumed supervisory responsibility for the Criminal Investigation Division.
1991-1994: Detective - Joined the Criminal Investigation Division as a Police Detective and remained active in juvenile matters, general case investigation, and major crimes. Maintained primary responsibility for juvenile cases and school-related investigations.
1990-1991: Patrol Officer - Entered the department as a uniformed patrolman. Completed basic training in May 1990 and received the "Irvin H. Warren" award for excellence.

1988-1990

Champaign County Sheriff's Department, Champaign, Illinois

1988-1990: Deputy Sheriff Correctional Officer: Performed routine correctional officer duties including cellblock supervision, resident escorts, court security, and resident intakes.

1987-1988

Arizona Department of Corrections, Florence, Arizona

1987-1988: Correctional Service Officer I - Performed routine security services for various security level prisons within the state of Arizona. Began working maximum security, accepted a voluntary transfer to a minimum custody work camp, and then transferred back to a Special Management / Death Row facility.

Education

Illinois State University, Normal, IL
Completed all coursework for the Ph.D. program in Educational Administration and Foundations. Did not complete comps or dissertation due to work schedule and lack of time.

Illinois State University, Normal, IL

1998-2000: Master of Business Administration (MBA), GPA 3.9/4.0 Electives focused on internet technologies and computer network administration.

Illinois State University, Normal, IL

1990-1998: Bachelor of Science, Physics
Maintained position on Dean's List

Northwestern University, Center for Public Safety, Evanston, IL

1995: School of Police Staff and Command - Upon successful completion of this ten-week management course, I received 18 undergraduate credits from Northwestern University.

Adjunct Teaching Affiliations

2010-2011 — **School of Law Enforcement and Justice Administration, Western Illinois University**

Adjunct Instructor – *LEJA 208: Introduction to External Security* Began teaching this three-hour undergraduate course in the Fall of 2010

2001-2009 — **International Association of Chiefs of Police, Arlington, Virginia**
Instructor - Determining Patrol Staffing, Deployment, and Scheduling Upon the request of the IACP Training Manager, the material taught in the IACP course was completely revised and updated. Served as the only instructor for the IACP in this area conducting nation-wide three-day workshops on resource allocation and two-day workshops on police work scheduling.

1998-2013 — **Executive Development Institute, Fox Valley Technical College, Appleton, WI**
Guest lecturer- Currently conducting four-day workshops on Resource Allocation and Staff Scheduling on an annual basis.

2006-2015 — **Staff and Command, Michigan State University, Lansing, MI**
Guest lecturer- Currently conducting four-day workshops on Resource Allocation and Staff Scheduling on an annual basis.

2008-Present — **Illinois Law Enforcement Standards and Training Board Executive Institute, Western Illinois University, Macomb, IL**
Guest lecturer- Currently conducting four-day workshops on Resource Allocation and Staff Scheduling on an annual basis.

2009-Present — **Command College, Missouri Police Chief's Association, Jefferson City, MO**
Guest lecturer- Currently conducting four-day workshops on Resource Allocation and Staff Scheduling on an annual basis.

Resource Allocation Studies Conducted

Port St. Lucie Police Department
Port St. Lucie, Florida
Contact: Capt. Joe D'Agostino
July 2004 - March 2005

Clovis Police Department
Clovis, California
Contact: Capt. Bob Keyes
November 2005 – March 2006

Fort Pierce Police Department
Fort Pierce, Florida
Contact: Asst. Chief Sean Baldwin
January 2006 – June 2006

Bozeman Police Department
Bozeman, Montana
Contact: Lt. Richard McLane
September 2006 – November 2007

Oakland Police Department
Oakland, California
Contact: Chief Jeffrey Israel
October 2006 – November 2007

Madison Police Department
Madison, Wisconsin
Contact: Asst. Chief John Davenport
September 2007 – July 2008

Corpus Christi Police Department
Corpus Christi, Texas
Contact: Commander Todd Green
March 2008 – July 2009

Westfield Police Department
Westfield, Indiana
Contact: Asst. Chief Scott Jordan
May 2008 – March 2009

Santa Rosa Police Department
Santa Rosa, California
Contact: Michelle Comerford
September 2008 – March 2009

Santa Cruz Police Department
Santa Cruz, California
Contact: Zach Friend
December 2008 – April 2009

Madison Police Department (Detective Study)
Madison, Wisconsin
Contact: Captain Vic Wahl
December 2008 – May 2010

Noblesville Police Department
Noblesville, Indiana
Contact: Chief Kevin Jowitt
December 2009 – May 2012

Flint Police Department
Flint, Michigan
Contact: Chief Tolbert
March 2010 – December 2011

Lakewood Police Department
Lakewood, Colorado
Contact: Deputy Chief Michelle Tovrea
March 2011 – January 2012

Moline Police Department
Moline, Illinois
Contact: Chief Kim Hankins
August 2012 – August 2013

Bellevue Police Department
Bellevue, Washington
Contact: Deputy Chief Jim Jolliffe
October 2012 – September 2013

Kettering University
Flint, Michigan
Contact: VP Betsy Homsher
July 2013 - April 2014

Bellingham Police Department
Bellingham, Washington
Contact: Chief Cliff Cook
October 2013 – September 2014

Clinton Police Department
Clinton, Iowa
Contact: Chief Brian Guy
November 2013 – March 2015

Fort Collins Police Department
Fort Collins, Colorado
Contact: Commander Jerry Schaiger
December 2013 – February 2015

Santa Rosa Police Department
Santa Rosa, California
Contact: Megan Basinger
April 2014 – July 2015

Snohomish County Sheriff's Department
Everett, Washington
Contact: Lt. Jeff Brand
July 2014 – August 2015

Cook County Sheriff Office Forest Preserve Police
Chicago, Illinois
Contact: Chief John Roberts
December 2014 – October 2015

Kent County Dispatch Authority
Wyoming, Michigan
Contact: Curtis Holt
July 2015 – January 2016

Colorado State Patrol
Lakewood, CO
Contact: Lt. Colonel Josh Downing
August 2015 – May 2018

Bothell Police Department
Bothell, WA
Contact: Captain Bob Woolverton
February 2016 – 2017

Spokane Police Department
Spokane, WA
Contact: Kathy Armstrong
February 2016 - 2017

QComm911 – Consolidated Dispatch Study
Milan, IL
Contact: Director Kim Hankins
February 2017 – August 2018

Perrysburg Police Department
Perrysburg, OH
Contact: Chief Dan Paez
May 2017 – November 2019

College Station Police Department
College Station, TX
Contact: Deputy Chief Brandy Norris
January 2018 – April 2019

Bellevue Police Department
Bellevue, WA
Contact: Chief Steve Mylett
January 2018 – June 2019

Mount Vernon Police Department
Mount Vernon, WA
Contact: Kandy Bartlett
April 2018 – December 2018

Santa Rosa Police Department
Santa Rosa, CA
Contact: Chief Hank Schreeder
September 2018 – July 2019

Olympia Police Department
Olympia, WA
Contact: Kandace Johnson
October 2018 – 2019

Missoula Police Department
Missoula, MT
Contact: Chief Jaeson White
June 2019 – January 2021

Gallatin County Police Department
Bozeman, MT
Contact: Sheriff Dan Springer
June 2019 – June 2020

Salinas Police Department
Salinas, CA
Contact: Commander Bryan Cupak
September 2019 – February 2021

Clovis Police Department
Clovis, CA
Contact: Chief Curt Fleming
December 2020 - Present

Resource Allocation Studies Conducted with the IACP

National Wildlife Refuge System
Department of Interior
Washington, DC.
February 2004 – July 2004

Pittsburgh Police Department
Pittsburgh, Pennsylvania
August 2004 – February 2005

Billings Police Department
Billings, Montana
June 2005 – October 2005

Fredericksburg Police Department
Fredericksburg, Virginia
November 2005 – February 2006

Sarasota Police Department
Sarasota, Florida
February 2008 – April 2008

In-House Resource Allocation Training Seminars

Polk County Sheriff's Office
Bartow, Florida
Contact: Nick Staszko, Police Planner
July 18-20, 2005

Lakeland Police Department
Lakeland, Florida
Contact: Greg Policastro, Captain
January 9-11, 2006

Madison Police Department
Madison, Wisconsin
Contact: Carl Glaede
June 19-21, 2006

San Diego County Sheriff's Office
San Diego, California
Contact: Jason King, COPPS Administration Detail
June 26-28, 2006

Atlanta Police Department
Atlanta, Georgia
September 2007
Contact: Lt. Hudson-Baker

Santa Cruz Police Department
Santa Cruz, California
Contact: Zach Friend
March 4-6, 2008

Palm Bay Police Department
Palm Bay, Florida
October 14-15, 2008
Contact: Kathy Gantz

Bozeman Police Department
Bozeman, Montana
January 13–15, 2009
Contact: Rich McLane

Gloucester County Police Academy
Sewell, New Jersey
September 21-24, 2009
Contact: Sgt. Dennis Sims

Southington Police Department
Southington, Connecticut
September 20-23, 2010
Contact: William Palmieri

Lakewood Police Department
Lakewood, Colorado
Contact: Ken Perry
January 11-14, 2011

St. Augustine Police Department
St. Johns County Sheriff's Office
February 22-25, 2011
Contact: Debbie Middle

St. Louis Metropolitan Police Academy
St. Louis, Missouri
April 19-22, 2011
Contact: Academy Director

Royal Canadian Mounted Police
Fredericton, N.B.
June 7 – 9, 2011
Contact: Denise Potvin

Orange County Sheriff's Office
Orange, California
April 30 – May 3, 2012
Contact: Commander Don Barnes

Brown County Sheriff's Office
Greenbay, Wisconsin
September 17-20, 2012
Contact: Training Coordinator

Norfolk Police Department
Norfolk, Virginia
July 22-25, 2014
Contact: Academy Commander

Bellingham Police Department
Bellingham, Washington
October 13-16, 2015
Contact: Chief Cliff Cook

Champaign Police Department
Champaign, Illinois
May 8-11, 2017
Contact: Assistant Chief Joe Gallo

Lakeland Police Department
Lakeland, Florida
October 10 – 13, 2017
Contact: Chief Larry Giddens

Orange County Sheriff's Office
Orange, California
March 26 – 29, 2018
Contact: Sheriff Don Barnes

College Station Police Department
College Station, TX
April 16-19, 2018
Contact: Deputy Chief Brandy Norris

Greeley Police Department
Greeley, Colorado
April 30 – May 3, 2018
Contact: Captain Mike Savage

Bellingham Police Department
Bellingham, Washington
April 29 – May 2, 2019
Contact: Chief David Doll

Albany Police Department
Albany, Oregon
March 1-4, 2021
Contact: Chief Marcia Herndon

IACP Resource Allocation Courses Taught

Locations include but are not limited to:
Slidell, LA
Fremont, CA
Pleasanton, CA
Grayslake, IL
Greenwood, IN
Shakopee, MN
Grand Junction, CO
Boise, ID
Concord, MA
Greer, SC
Murrieta, CA
Seattle, WA
Toledo, OH
Richmond, VA
Roanoke, VA
Germantown, TN
Boston, MA

SPSC Resource Allocation Course Locations

Locations include but are not limited to:
Evanston, IL
Elmhurst, IL
Bolingbrook, IL
New London, OH
Sea Girt, NJ
Newark, NJ
Philadelphia, PA
Seattle, WA
Meridian, ID
Nashville, TN
Santa Fe, NM

Jefferson City, MO
Springfield, IL
Holland, MI
Farmington, MI
Detroit, MI
Bismarck, ND
Minneapolis, MN
Milwaukee, WI
Rock

Computer-Based Law enforcement / Security Projects

Abbott Laboratories, Security Supervisor Course: November 2002 – August 2003
Directed, designed, and administered a six-month hybrid training course for corporate security managers at Abbott Laboratories. The course was created while I was employed at WIU and utilized Law Enforcement and Justice Administration faculty for content creation. CAIT staff created the technical site and animations. The course was a combination of online modules, face-to-face workshops, and web-based discussion boards.

Initial Security, Initial Online Academy: September 2004 – 2007
Created and designed an asynchronous officer training program for Initial Security that allowed them to meet the basic training requirements of all 50 states. The induction series contained 13 separate training modules covering the following topics:

- Introduction to Assett Protection and Security
- Physical Security and Crime Prevention
- Patrols and Fixed Posts
- Communications
- Report Writing
- Human and Public Relations
- Fire Protection and Life Safety
- Ethics, Deportment, and Professional Conduct
- Civil law and Civil liability
- Criminal Law and Criminal Liability
- Emergency Situations
- Investigations
- Homeland Security

Abbott Laboratories, Global Security E-Learning Program: June 2005 – January 2012
Configured and customized an open-source course management system for delivery of online security training for Abbott Security personnel. Installed the 13-module induction series onto their system and taught their Training Manager how to use the system. Etico Solutions, Inc. hosted, maintained, and supported the Abbott Security online training platform which was used around the world at numerous Abbott facilities.

Takeda Pharmaceuticals, Global Security E-learning Program: December 2005 – March 2019
Configured and customized an open-source course management system for delivery of online security training for Takeda Security personnel. Installed 12 modules onto their system and taught their Training Manager how to use the system. Etico Solutions, Inc. currently hosts, maintains, and supports the Takeda

Security online training platform which is in use around the world at numerous Takeda facilities.

Abbott Laboratories, Global Security ALERTS Application: December 2005 – January 2012
Designed and directed the creation of a web-based notification application for the Abbott Global Security Division that automates the process of risk notifications and threat tracking. This application was used world-wide and was designed specifically to meet an identified set of needs by the Abbott Global Security team. This site was hosted, maintained, and supported by Etico Solutions, Inc.

Fox Valley Technical College, Criminal Justice Department, DNA & Crime Scene Management Online Training Series: February 2006 – December 2006
Created a four-module series on the basic forensics of DNA and its use in cold case investigations. The four modules addressed the following four topics:

- Deoxyribonucleic Acid
- Proper handling of DNA evidence
- CODIS – Combined DNA Index System
- DNA considerations for investigators

An open-source course management system was configured and customized to deliver these training courses to officers across the United States. Enrollment was open to all law enforcement personnel through a federal DOJ grant. Etico Solutions, Inc. hosted, maintained, and supported this site located at www.dnacsm.com.

Center for American and International Law, Institute for Law Enforcement Administration, Online Training Platform: November 2006 – January 2015
Configured and customized an open source course management system for use by the Institute. Plans are underway to create the first series of online modules on police ethics to be taught by the Institute staff asynchronously. Etico Solutions, Inc. hosted, maintained, and supported this site.

National Biopharmaceutical Security Council, Web Portal: December 2006 – March 2017
Designed, customized, and hosted a web portal for the NBSC to facilitate member workgroups and to provide a professional web presence.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2021-RFP-06

POLICE DEPARTMENT RESOURCE ALLOCATION STUDY

RFP Due Date: 10:00 A.M., February 19, 2021

Location: City of Joplin
Police Department
303 East 3rd Street
Joplin, MO 64801

Staff: Sloan Rowland, Police Chief
Email: srowland@joplinmo.org
Phone: 417-623-3131

Proposals will be received by the Police Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

January 22, 2021
Issue Date

CITY OF JOPLIN, MISSOURI

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a consulting firm to perform a resource allocation study about the future of the Joplin Police Department. The City is interested in a qualified firm capable of providing guidance on multiple facets of the agency. The goal of the study is to determine the personnel allocation needs for the Joplin Police Department, along with the proper allocation of those personnel resources to best meet the needs of the community. The study is intended to focus on personnel allocation, staffing and scheduling within the Uniform Operations Bureau and the Criminal Investigations Bureau. The study is also seeking recommendations on the proper beat configuration for the current boundaries of the City, as well as guidance based on projected future growth of the City. The City is soliciting competitive proposals to perform this study.

1.2 Background

Joplin is located in the southwest corner of Missouri, bordering Kansas, Oklahoma and Arkansas. Joplin also has two major intersecting Interstate Highways within the city limits. The City of Joplin's population is 50,175, but due to the regional nature of Southwest Missouri, the daytime population of Joplin swells to approximately 240,000. A forty-mile radius of Joplin encompasses 400,000 people, making Joplin the fourth largest metropolitan area in Missouri. Joplin city limits, which covers more than thirty square miles, continues to experience moderate growth while rapid growth is occurring in the surrounding regional area.

The Joplin Police Department is comprised of 110 sworn officer positions and 51.8 civilian staff members. The agency has four bureaus, excluding Administration, which are Uniform Operations, Criminal Investigations, Support Services, and Professional Standards. The Joplin Police Department organization chart is included as Exhibit B of this RFP.

Uniform Operations has 63 authorized sworn officers and 1 civilian staff member. This bureau is overseen by a Police Captain, with 6 Sergeants assigned to this division. Each Sergeant is in charge of a shift/patrol team. Each shift/patrol team is assigned one Corporal, one K-9 Officer (except the traffic team) and 7 police officers.

Currently, the City is divided into five separate beats as follows:

- 101 – Northeast area
- 201 – Northwest area
- 301 – Southeast area
- 401 – Southwest area
- 501 – Center area

Each beat is assigned one officer. Additional officers on the shift are "roaming" between beats assisting with any calls for service. The Uniform Operations Bureau currently utilizes ten-hour shifts as follows:

- 2 Days/2 Evenings-7am-5pm Monday & Tuesday; 4pm-2am Thursday & Friday

- 1 Evening/3 Midgnights-4pm-2am Friday; 9:30pm-7:30am Saturday, Sunday and Monday
- Days-7am-5pm Thursday, Friday, Saturday and Sunday
- Evenings-4pm-2am Saturday, Sunday, Monday and Tuesday
- Midnights-9:30pm-7:30am Tuesday, Wednesday, Thursday and Friday

The Traffic Enforcement Unit has a separate schedule that covers the highest occurrence of vehicular accidents. This unit covers calls for service for Uniform Operations each Wednesday from 7am-5pm.

The Criminal Investigations Bureau is made up of 25 authorized sworn officers, which includes 1 Captain, 2 Sergeants, 3 Corporals, and 19 Detectives, supported by 3 civilian staff members. This Bureau has two divisions-Property Crimes and Crimes Against Persons. The Criminal Investigations Bureau also has a Special Investigations Unit, ATF and FBI Task Force Officers, the Southwest Missouri Cyber Crimes Task Force, as well as an evidence facility for the department.

1.3 Study Requirements

The consultant shall collaborate with the employees of the City of Joplin to evaluate the agency's current staffing and organizational structure as well as any recommendations for change based on the City's current population and other data. The study will also evaluate the same information based on projected growth of the City. The resource allocation study is intended to obtain answers, insight and recommendations based upon available CAD data, staff interviews or surveys, CALEA standards, and other agency records and information. Specific areas of interest include, but are not limited to, the following questions:

1) What is the optimal staffing level for the Uniform Operations Bureau in order to obtain targeted performance levels? Please explain the basis for any recommendations.
    a. Information should be provided based on the current level of service being provided by the department.
    b. Information should be provided based on the current level of service being provided by the department based on projected community growth for the next 15 years.
    c. Additionally, information should be provided based on an enhanced level of service that could be provided by the department in the future.
    d. Additionally, information should be provided based on an enhanced level of service that could be provided by the department in the future based on projected community growth for the next 15 years.

2) What is the optimal work schedule for the Uniform Operations Bureau? Please explain the basis for any recommendations.

3) What is the optimal staffing level for the Criminal Investigations Bureau? Please explain the basis for any recommendations.
    a. Information should be provided based on the current level of service being provided by the department.
    b. Information should be provided based on the current level of service being provided by the department based on projected community growth for the next 15 years.

c. Additionally, information should be provided based on an enhanced level of service that could be provided by the department in the future.
d. Additionally, information should be provided based on an enhanced level of service that could be provided by the department in the future based on projected community growth for the next 15 years.

4) What is the optimal beat configuration within the city limits? Please explain the basis for any recommendations.

5) What is the optimal staffing level for all bureaus of the Police Department? Please explain the basis for any recommendations.
    a. Information should be provided based on the current level of service being provided by the department.
    b. Information should be provided based on the current level of service being provided by the department based on projected community growth for the next 15 years.
    c. Additionally, information should be provided based on an enhanced level of service that could be provided by the department in the future.
    d. Additionally information should be provided based on an enhanced level of service that could be provided by the department in the future based on projected community growth for the next 15 years.

6) What is the optimal work schedule for all bureaus of the Police Department? Please explain the basis for any recommendations.

Final report will be presented to City Council by Consultant and to one additional group, if required by the City.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the January 22, 2021 RFP issue date are subject to change:

Activity	Date
RFP issued	January 22, 2021
RFP Due Date	February 19, 2021
Finalist Interviews (if required)	March 3, 2021
Vendor Selection	March 4, 2021
Complete Contract	March 8, 2021
Present Contract to Council for Approval	March 15, 2021
Consultant Commence Work	March 16, 2021
Final Report Complete	June 30, 2021

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than January 29, 2021 via e-mail to srowland@joplinmo.org, or in writing, to Sloan Rowland (Attn: Police Department Resource Allocation Study RFP), City of Joplin, 303 East 3rd Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Police Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.
30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement
B. Police Department Organizational Chart

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information

presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by March 4, 2021. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Police Department no later than 10:00 a.m. February 19, 2021. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
SLOAN ROWLAND
POLICE CHIEF
303 EAST 3RD STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2021-RFP-06: POLICE DEPARTMENT RESOURCE ALLOCATION STUDY"

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum

qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms. If interviews are conducted with a shortlist, consultants will be scored solely based on the interview process itself.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Joplin Police Department
303 East 3rd Street
Joplin, MO 64801
417-623-3131

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2021-RFP-06 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated January 22, 2021 which proposal is attached hereto and incorporated herein as Exhibit C; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit C. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit C for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure 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 the City except as employees of the Consultant. All the services required hereunder will be performed by the 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 the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner

Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 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 the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. 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.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public

employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT “B”


HONOR
COURAGE
SERVICE
COMMITMENT
THE CITY OF JOPLIN
SERVING WITH PRIDE
POLICE DEPARTMENT
JOPLIN
POLICE
ORGANIZATIONAL CHART
CHIEF
ASSISTANT CHIEF
INTERNAL AFFAIRS
CHAPLAINS
UNIFORM OPERATIONS
INVESTIGATIONS
PROFESSIONAL STANDARDS
SUPPORT SERVICES
5 - PATROL TEAMS
TRAFFIC UNIT
SWAT/ NEGOTIATIONS
DWI UNIT
K9 UNIT
FTO PROGRAM
BAILIFF
RESERVES
PROPERTY CRIMES
PERSONS CRIMES
S.I.U.
CYBER CRIMES
EVIDENCE FACILITY
NARCOTICS
TRAINING
PUBLIC INFO OFFICER
RECORDS
FLEET/ FACILITIES
CALEA
CRIME ANALYSIS
JAIL
DISPATCH
S.R.O.’S
GRANTS
EXPLORERS PROGRAM
SENTINELS
COMMUNITY SERVICES
CIT PROGRAM

CITY OF JOPLIN
POLICE RESOURCE ALLOCATION STUDY
PRELIMINARY OVERALL AVERAGE SCORE
26-Feb-21

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Etico Solutions	90	95	83	96	364	91.00
Alexander Weiss	72.4	68.4	58.4	68.4	267.6	66.90
T&M USA	69	70	61	65	265	66.25
Berry Dunn	57.7	69.7	64.7	68.7	260.8	65.20

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-507 – Approving a contract with Canfield Jenkins & Associates, LLC. to complete a Fire Department Resource Allocation study.

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-507 Ordinance; Exhibit "A" Canfield Jenkins & Associates, LLC. Contract; Canfield Jenkins & Associates, LLC. Bid Response; City of Joplin RFP; Summary of Final Scores

REVIEWED BY
Department Head: Leslie Haase; Fire Chief: Jimmy Furgerson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Canfield Jenkins & Associates, LLC. to complete a Fire Department Resource Allocation study.

BACKGROUND
City Council recently established their updated vision and goals for the City. One of the six goals set by Council is to reduce crime and increase safety. As one step in that goal and related strategic plans, the Fire Department released a request for bid proposals to complete a resource allocation study. The study will provide an external review of various components of the current operations of the fire department, as well as review the impact of growth of the community to the level of services provided. Broadly, the request requires the consultant to:

- Recommend optimal staffing levels in the Fire Department
- Assess the current locations of the fire stations
- Recommend any improvements to fire department operations to be as efficient and effective as possible for the community

The RFP was issued on January 22, 2021 with a due date of February 19th. City staff recently completed its assessments of the bids, along with interviews of the finalists. This is a summary of the bid evaluation process.

Summary of Bid Process:
The following four bids were received in response to the Fire Resource Allocation Study RFP:

- Beacon GIS
- AP Triton
- Canfield Jenkins & Associates, LLC.
- Business Information Services

A city staff team was assembled to assess the bids as set forth in the RFP. The team was comprised of Jimmy Furgerson, Andy Nimmo, Dale Brooks, Mark Cannon, Dustin Lunow and Leslie Haase. The bids were assessed as follows:

- 25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
- 25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 10% References – will be based on references submitted as part of RFP but can include clients not submitted.
- 30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
- 10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores is attached for your review. From the total preliminary scores, the three finalists were chosen for finalist interviews as described in the RFP. Interviews were held with Beacon GIS, Canfield Jenkins & Associates, LLC., and AP Triton.

Finalist Process Summary:

Finalist interviews for the Fire Resource Allocation Study was held on Thursday, March 4th with the same city staff team. Finalists were given 30 minutes to detail how they would complete the requested scope of work, with 15 minutes for questions. The presentations occurred as virtual meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores is attached for your review. Canfield Jenkins & Associates, LLC. had the highest final score of 291 for the Fire Resource Allocation Study and has submitted the best overall bid. The next score was 175 by AP Triton. Canfield Jenkins will complete the study at a total cost of $37,500.00. The timeline estimates the study will be complete after June of 2021.

FUNDING SOURCE

This council bill includes a budget amendment to the general fund in the amount of $37,500.00 to complete this study.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to continue progress towards the City Council goals and vision.

COUNCIL BILL NO. 2021-507 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Canfield Jenkins & Associates, LLC. to complete a Fire Department Resource Allocation study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020 and containing an emergency clause.

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

Section 1. That the Contract by and between the City of Joplin and Canfield Jenkins & Associates, LLC. to complete a Fire Department Resource Allocation study, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Thirty-Seven Thousand Five Hundred Dollars and No Cents ($37,500.00).

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. 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 that said Ordinance requires an appropriation adjustment.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Joplin Fire Department
303 East 3rd Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT
Canfield Jenkins & Associates, LLC.
4304 West Woodview Drive
Rogers, AR 72758
(479) 202-1251

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2021-RFP-07 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated January 22, 2021 which proposal is attached hereto and incorporated herein as Exhibit C; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit C. The term of the Agreement shall be for the period specified in Exhibit C.

3. **Price:** The City agrees to pay the Consultant not to exceed the total amount of $37,500.00 for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure 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 the City except as employees of the Consultant. All the services required hereunder will be performed by the 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 the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this

contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 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 the City become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. 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.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Edwards, City Manager

CONSULTANT

_____
Canfield Jenkins & Associates, LLC.

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin Fire Department

2021 Resource Allocation Study



Canfield Jenkins

& ASSOCIATES LLC

Introduction

Canfield Jenkins and Associates LLC is a regional consulting firm based in Northwest Arkansas with experience in emergency response analysis, strategic planning, emergency dispatch processes, workforce development, officer development and service delivery. Our common sense and prudent approach to complex public safety problems provides the best "bang for the buck" for local governmental entities. Canfield Jenkins and Associates matches the customized needs of each community with professional industry leaders who can assess and help implement timely and realistic solutions.

Tom Jenkins
President
Canfield Jenkins and Associates LLC
4304 West Woodview Dr
Rogers, AR 72758
tom@canfield-jenkins.com
479-202-1251

LETTER OF INTEREST

In response to the Request for Proposal (RFP) from the City of Joplin for Professional Services for the Fire Department Resource Allocation Study, Canfield Jenkins and Associates LLC (CJA) is submitting application materials for consideration. CJA is proposing to facilitate research regarding the Joplin Fire Department's current staffing and fire station allocation, taking into consideration industry best practices and consensus standards. Our methodical and systematic approach will include assessing risk and needs within the community, understanding growth patterns and making recommendations for future service delivery and deployment. The proposal will include an evaluation of best practices, stakeholder engagement and model recommendations. CJA will develop a final report and present it as needed to stakeholders. CJA recognizes that every community and organization is unique and, as such, we are dedicated to understanding the needs and nuances of the City of Joplin.

PURPOSE

The purpose of the work is to determine personnel and resource allocation needs for the Joplin Fire Department to meet the needs of the citizens of Joplin, taking into consideration projected future growth and multiple facets of the department. Included in our work are recommendations on fire station location and resource deployment.

PROCESS

The process will include the following objectives five main tasks:

Task 1. Development of Leadership Team

CJA recommends a Leadership Team be established representing internal stakeholders of the City of Joplin Fire Department. This collaborative team will have regular virtual meetings to help establish priorities, interpret information obtained and provide direction in the final development of the report. The purpose of this team is to ensure responsiveness to the project scope and to develop stakeholder buy-in throughout the development of the report. CJA recommends the team include the Fire Chief (or their designee), a representative of Joplin IAFF Local 59 and a Battalion Chief/Shift Commander. Other team members can be added as desired by the city.

Task 2. Research

CJA will conduct research in a variety of methods, which include:

A. Review and summarize Joplin Fire Department staffing methodology and historical changes.

- Organizational structure
- Shift staffing
- Management and administrative staffing

B. Identify best-practices, innovation and alternative service delivery models that are applicable for the City of Joplin.

C. Conduct stakeholder interviews or focus groups with representatives from the Department, representatives of the International Association of Firefighters Local 59, and Metro Emergency Transport System (METS).

Task 3. Data Analysis and Interpretation

CJA will review the following data sets to help assess risk, current service delivery performance and community baselines:

- Computer aided dispatch system (CADS) reports and data
- National Fire Incident Reporting System (NFIRS) information
- FireCARES data
- Latest Insurance Service Office (ISO) report
- Available geospatial information from the city regarding emergency incidents
- Available geospatial information from the city regarding station locations and response time polygons[1]
- Other agreements, documents and data as made available by the city

[1] This proposal assumes the City of Joplin / Joplin Fire Department can provide GIS support to the CJA team.

Task 4. Recommendation Development

Based on the data analysis and research, CJA will develop recommendations and responses to the elements of the Request for Proposal 2021-RFP-07 as listed in Section 1.3. Specifically, the final report created by CJA will include these elements:

1. Current staffing and deployment recommendations
2. Future staffing and deployment recommendations
3. Current enhanced service delivery recommendations
4. Future enhanced service delivery recommendations
5. Fire station distribution and concentration recommendations
6.

All recommendations made by CJA for the Joplin Fire Department will be as effective and efficient for the community as possible.

Task 5. Final Report and Presentation

CJA will be responsible for a draft report to be reviewed by the Leadership Team, including presentations of the report as determined by the city.

PROJECT TEAM, STRUCTURE AND QUALIFICATIONS

Canfield Jenkins and Associates LLC strives to serve public safety organizations in helping them meet the challenges of governance and improve service delivery. This service takes the form of:

- Consultation on community engagement and strategic planning
- Realistic executive, management and professional development training
- Applied research on issues identified by state and local officials
- Technical support on service delivery and resource allocation

CJA is a small organization that has existed since 2001. CJA delivers approximately three to five projects annually due to its composition. CJA and its principal consultants have a nationally respected and solid history in public safety problem solving. Associates assigned to the Joplin Fire Department project possess the professional knowledge and critical thinking ability to implement, manage and ensure completion of projects.



Tom Jenkins, President of Canfield Jenkins and Associates, will serve as project coordinator. Tom serves as the Fire Chief for the City of Rogers, Arkansas. In that capacity, he is responsible for over 154 career employees in ten different physical locations protecting Arkansas eighth largest city of approximately 80,000 citizens. As fire chief in Rogers, he has been successful in acquiring alternative revenue, opening new fire stations, obtaining dual accreditation for the department and lowering its insurance rating to a Class 1. In 2015, Chief Jenkins was elected to serve on the Board of Directors for the International Association of Fire Chiefs as the Second Vice President of the 12,000-member organization. In 2017, he was elected President and Chairman of the Board for the IAFC. In his capacity as IAFC President, Chief Jenkins was involved in numerous federal and international decisions, including providing testimony to the United States Congress in 2018.

Through Canfield Jenkins and Associates LLC, he has also consulted to various municipalities in four states (MI, MO, OK, AR) to help with equipment acquisition and service delivery models. He has been a principal member of the NFPA 1710 committee since 2011. He has personally assisted in the development of resource deployment methodology and decisions for the cities of Tulsa (OK), Broken Arrow (OK), Catoosa (OK) and several others throughout the multi-state region. He currently serves on the Advisory Board of the National Fallen Firefighters Association and PulsePoint Foundation, as well as the Executive Board of the International Fire Service Training Association. In 2020, he was appointed to the Homeland Security Advisory Council for the US Department of Homeland Security by Secretary Chad Wolf. Tom holds a Bachelor's Degree in Fire Protection and Safety Engineering from Oklahoma State University and a Master's Degree in Public Administration from the University of Oklahoma. He is a credentialed Chief Fire Officer, Chief EMS Officer and a graduate of the National Fire Academy's Executive Fire Officer Program.



Jarett Metheny, CJA Project Manager, will provide expertise in the areas of stakeholder engagement and enhanced service delivery. Jarett will be working closely with the agency during the evaluation process to ensure department characteristics and community needs are incorporated into the final work product. Jarett is a graduate of Oklahoma State University's Fire Protection and Safety Engineering program and a 26-year veteran of the fire service. His career spans two states and three cities, including service as fire chief in the communities of Midwest City (OK), Battlefield (MO), and Ozark (MO). He is a graduate of the National Fire Academy's Executive Fire Officer Program and a credentialed Chief Fire Officer from the Commission on Professional Credentialing. Jarett served in a variety of capacities during his tenure with the Midwest City Fire Department, working his way to Chief in 2013. He retired from Midwest City in 2015 after twenty years of service. Jarett has experience as a full-time tenure track professor for Oklahoma State University, a position he held until his appointment as the Fire Chief for the Battlefield Fire Protection District in 2018. In 2020, Chief Metheny accepted the fire chief's position with the Ozark Fire Protection District. Jarett serves as the Program Coordinator for Drury University's Public Service and Safety Leadership Master's Degree Program and will complete his PhD in Fire and Emergency Management Administration from Oklahoma State University later this year.

Vicki Atchley, CJA Project Associate, will provide expertise in the area of dispatch operations and geospatial analysis for station locations. A 27-year veteran of public safety communications and emergency deployment analysis, Vicki currently serves as the Director of the Northeast Oklahoma E911 Trust Authority in Claremore, Oklahoma. She has previous experience in E911 and emergency dispatch administration in multiple counties and three states. She has a Bachelor's Degree in Criminal Justice from Northeastern State University in Tahlequah, Oklahoma.

Other CJA professional staff will be utilized as required as the project is developed. All staff involvement will be approved by the City of Joplin.

RECENT SIMILAR PROJECTS COMPLETED BY ASSOCIATES

Ozark Fire Protection District Strategic Plan and Deployment Analysis (2020)
Lawrence Douglas County Fire Medical EMS Deployment Analysis (2020)[2]

Individually, both Tom Jenkins and Jarett Metheny have completed similar projects in other capacities including the authorship of standard of cover documents, the location and relocation of fire stations and the distribution and analysis of human resource needs for fire department deployment.

BUDGET

The budget for this project is inclusive of costs associated with the consultants assigned, retainers for elements of the report, travel and all costs. The total project cost shall not exceed $37,500. The billing for this project shall occur at project milestones as outlined in the process.

TIMELINE

According to the timeline provided in Section 1.5.1 of the RFP, CJA would anticipate beginning work on March 16, 2021. The following timeline elements are estimates and subject to change:

Task 1 - March 16 to March 26
Task 2 - March 29 to April 30
Task 3 - May 3 to May 28
Task 4 - May 31 to June 30
Task 5 - To be scheduled after June 30

[2] Working for Wichita State University under contract

REFERENCES

Susie Ballard
Ozark Fire Protection District (MO)
Project: Strategic Plan and Station Location Analysis
(417) 724-5105
sballard21@hotmail.com

Tom Fagan
Division Chief
Lawrence Douglas County Fire Medical (KS)
Project: EMS Deployment Analysis with Douglas County
(816) 260-5122
tfagan@lawrenceks.org

Mike Wood
Fire Chief
Sand Springs Fire Department (OK)
Project: Fire Station Location Analysis (Two Facilities)
(918) 639-6947
mgwood@sandspringsok.org

Lori Moore
President
International Public Safety Data Institute
Project: Previous work on FireCARES and National Fire Operations Reporting System
(202) 549-5080
lori@i-psdi.org

RFP COMPLIANCE CHECKLIST

RFP REQUIREMENT	RFP REFERENCE	PROPOSAL REFERENCE / SECTION
"CONSULTANT SHALL COLLABORATE WITH THE EMPLOYEES OF THE CITY OF JOPLIN TO EVALUATE..."	1.3 STUDY REQUIREMENTS, PAGE 2	PROCESS, TASK #1
"SPECIFIC AREAS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO..."	1.3 STUDY REQUIREMENTS, PAGE 2	PROCESS, TASK #4
"FINAL REPORT WILL BE PRESENTED TO CITY COUNCIL BY CONSULTANT AND TO ONE ADDITIONAL GROUP AS REQUIRED BY THE CITY."	1.3 STUDY REQUIREMENTS, PAGE 3	PROCESS, TASK #5
"PROPOSAL MUST DETAIL HOW THE CONSULTANT WILL PROVIDE THE SCOPE OF SERVICES REQUIRED BY THE RFP AND THE COST OF PROVIDING THOSE SERVICES."	1.4 CONTENT REQUIREMENTS, PAGE 3	PROCESS, TASKS #1-#5 AND BUDGET SECTION
COMPANY PROFILE	1.4.1 COMPANY PROFILE	INTRODUCTION
ORGANIZATIONAL STRUCTURE	1.4.2 ORGANIZATIONAL STRUCTURE	PROJECT TEAM, STRUCTURE AND QUALIFICATIONS
KEY STAFF RESUMES	1.4.3 KEY STAFF RESUMES	ADDENDUM - RESUMES
EXPERIENCE AND QUALIFICATIONS	1.4.4 EXPERIENCE AND QUALIFICATIONS	RECENT SIMILAR PROJECTS AND PROJECT TEAM BIOGRAPHIES
REFERENCES	1.4.5 REFERENCES	REFERENCES
TIMELINE	1.4.6 TIMELINE TO COMPLETE STUDY	TIMELINE

ADDENDUMS

- Resumes

Thomas Canfield Jenkins V

January 2021

Work Address
201 North 1st Street
Rogers, AR 72756
(479) 621-1179
tjenkins@rogersar.gov

Home Address
4304 West Woodview Drive
Rogers, AR 72758
(479) 644-5040
jenkinstomc@gmail.com

PROFESSIONAL EXPERIENCE

Fire Chief — March 2009-Present
City of Rogers Fire Department — *Rogers, AR*

- Responsible for strategic planning, budgeting, personnel management, resource deployment, and overall coordination and leadership of an eight station department overseeing 154 career personnel.
- Led and managed an effort to secure accredited status with the Center for Public Safety Excellence in 2011, and with the Commission on Accreditation of Ambulance Services in 2012. The Department has been consistently accredited by these Commissions on regular cycles since the original accreditations becoming the first in the state and one of very few in the country to attain this achievement.
- Completed a comprehensive fleet assessment and replacement program resulting in the purchase and customized design of nearly thirty new apparatus, including an ARFF unit, ten pumpers, three ladders, two heavy rescues, ten ambulances, three brush pumpers, two all-terrain units and two boats.
- Developed and led a technical rescue and hazardous materials team and improved capacity, organization, and training for these specialized disciplines with regional coordination throughout the metropolitan area. This effort included a dive rescue function in coordination with local county law enforcement and an aerial rescue component with the National Guard and their UH-60 "Blackhawk" helicopters.
- Increased revenue from emergency medical responses by over 50% in three years through progressive billing and collection strategies.
- Reduced emergency response time compliance by 25% (turnout/reaction time) through systematic improvements in alerting processes and situational awareness devices.
- Organized the management and construction of six capital facilities for the Department, including three fire stations (Stations 2, 5 and 8) and the training center campus which includes a classroom building, conference center and five-story burn building.
- Crafted and overhauled civil service commission regulations in compliance with federal and state regulations.
- Implemented a new compensation and certification strategy, resulting in improved recruitment and retention of firefighters.
- Composed and was awarded over $5 million dollars in grants and alternative funding for staffing and additional capital equipment projects.
- Successfully reduced the department's Public Protection Classification from the Insurance Service Office from a Class 3 to a Class 1 and have since maintained the rating.
- Managed the consolidation of the city's Building Inspection Department into the Fire Department's existing Fire Prevention Division, drastically improving customer service while increasing the efficiency of both organizational elements.
- Created and implemented initiatives for EMS resource management, including low acuity ambulance transportation and EMS delivery alternatives.

Special Government Employee, Homeland Security Advisory Council November 2020 – Present
US Department of Homeland Security *Washington, DC*

- Appointed by Homeland Security Secretary (Acting) Chad Wolf under the designation of Police, Fire, Emergency Medical Services and Public Works.

President and Chairman of the Board July 2017 – August 2018
International Association of Fire Chiefs *Fairfax, VA*

- Elected by the 15,000 members of the organization representing leaders of fire departments across the world.
- Provided guidance and input to the development and dissemination of the National Mutual Aid System.
- Established a Leadership Summit with the associations various committees, divisions and sections to enhance communication and develop a joint vision and strategic plan.
- Created an Urban Search and Rescue committee to serve as a clearinghouse for issues relating to the 28 FEMA Type I teams.
- Established the Arabian Gulf Fire Council and conducted the first international conference in the Kingdom of Bahrain.
- Facilitated the sell and move of the association's headquarters office building.

President December 2011-Present
Canfield Jenkins and Associates, LLC *Rogers, AR*

- Provided deployment, training and leadership consultation to a wide variety of entities seeking to improve service delivery. Customers include: Ozark Fire District (MO), Wichita State University, Lawrence/Douglas County Fire and Medical Department (KS), Catoosa Fire Department (OK), Northeast Benton County Fire District (AR), Pea Ridge Fire Department (AR), Okmulgee Fire Department (OK), Branson Fire Department (MO), Port Huron Fire Department (MI), Fort Gratiot Township Fire Department (MI), PulsePoint Foundation (CA).

Adjunct Professor August 2020-Present
Drury University *Springfield, MO*

- Course professor for the *Strategic Planning and Evaluation and Human Resource Management* upper division courses for the Master's Program in Public Service and Safety Leadership.
- Established curriculum for associated classes.

Adjunct Professor August 2011-May 2020
Northwest Arkansas Community College *Bentonville, AR*

- Course professor for the *Fire Service Hydraulics, Fire Suppression Tactics,* and *Fire Service Administration* lower division classes.
- Revised curriculum for practical education and adherence to the FESHE model.

Adjunct Professor August 2011-December 2012
Oklahoma State University *Stillwater, OK*

- Course professor for the "Local Government Issues in the Fire Service" upper division course.
- Selected as professional representative for ABET accreditation process (2012).
- Participated in the Industrial Advisory Board for the Fire Protection and Safety Engineering Technology Bachelors of Science degree to review curriculum and graduation requirements.

Deputy Fire Chief — May 2004-March 2009
City of Sand Springs — *Sand Springs, OK*

- Responsible for incident command and control, company supervision, personnel management and resource allocation for a department consisting of 36 career firefighters.
- Directed company training and development of various training programs that included company officer development, the probationary fire academy, driver and pumper operator school, and incident strategy and tactics.
- Served on the city's collective bargaining committee with the IAFF Local 2173 obtaining successful contracts with arbitration or mediation for fiscal years 2006-2009.
- Created a wellness and fitness policy in conjunction with the IAFF Local 2173 that mandated annual physicals and daily workout requirements for all members.
- Established a comprehensive river rescue policy involving coordination from four fire departments, the Sheriff's office, and the Tulsa Police Aviation Unit.

Adjunct Instructor — August 2007-May 2008
Tulsa Community College — *Tulsa, OK*

Field Instructor & Curriculum Developer — January 2004-January 2007
Oklahoma Fire Service Training — *Stillwater, OK*

Consultant — May 2003-December 2008
Firemark Consulting Services — *Broken Arrow, OK*

Field Applicant Liaison — May 2000-May 2004
State of Oklahoma – Department of Emergency Management — *Oklahoma City, OK*

Firefighter, Company Officer, Deputy Fire Chief — July 2000-October 2006
Oak Grove Fire Protection District — *Catoosa, OK*

Firefighter — February 1998-July 2000
Rolling Hills Fire Protection District — *Tulsa, OK*

EDUCATION

Masters of Science: Public Administration with emphasis in Public Management — 2006-2008
University of Oklahoma — *Norman, OK*

Executive Fire Officer Program — 2003-2007
National Fire Academy — *Emmitsburg, MD*

Bachelor of Science: Fire Protection and Safety Engineering — 2000-2004
Oklahoma State University — *Stillwater, OK*

PROFESSIONAL CERTIFICATIONS AND CREDENTIALING

Situational Leadership II Qualified Instructor — 2015
Ken Blanchard & Companies

Leadership Development Studies Program Certified Instructor — 2014
Phi Theta Kappa

Leadership Development Programs Certified Facilitator — 2014
International Public Safety Leadership and Ethics Institute

Chief Emergency Medical Services Officer Designation — 2011
Commission on Professional Credentialing – Center for Public Safety Excellence

Chief Fire Officer Designation — 2010
Commission on Professional Credentialing – Center for Public Safety Excellence

Incident Safety Officer Certification — 2010
Fire Department Safety Officers Association

Hazardous Materials Technician Certification — 2004
Oklahoma State University & Arkansas Department of Emergency Management

EMT-Basic Certification — 2004
National Registry of Emergency Medical Technicians / Tulsa Community College

Fire Inspector I Certification — 2003
Oklahoma State University

Fire Instructor I Certification — 2001
Oklahoma State University

Certified Emergency Manager — 2001
Oklahoma Emergency Management Association

Firefighter II Certification — 1999
Oklahoma State University

PROFESSIONAL DEVELOPMENT

Commissioned by the NFPA Responder Forum — November 2017
National Fire Protection Association — *Quincy, MA*

Blackboard 9.1 Certification for Face-to-Face Instructors — August 2012
Northwest Arkansas Community College — *Bentonville, AR*

Resuscitation Academy — May 2011
Seattle / King County Medic One — *Seattle, WA*

Advanced Emergency Medical Dispatcher — July 2009
National Academy of Emergency Medical Dispatch — *Salt Lake City, UT*

Federal Emergency Management Agency

Integrated Public Alert and Warning System (IS-247) — August 2018
ICS-700 National Incident Management System – An Introduction — October 2011
ICS-300 Intermediate Incident Command System for Expanding Incidents — September 2007
ICS-400 Advanced Incident Command System — September 2007
Computer Aided Management of Emergency Operations (CAMEO) — January 2007
ICS-800 National Response Plan — August 2006
ICS-100 Introduction to the Incident Command System — August 2006
ICS-200 ICS for Single Resources and Initial Action Incidents — August 2006
Introduction to Mitigation (IS-393) — January 2001

Mitigation for Homeowners (IS-394)	November 2001
Basic Incident Command System (IS-195)	November 2000
Mitigation for Emergency Managers	August 2000
Hazardous Materials for Medical Personnel (IS-346)	July 2000
Disaster Response	June 2000
Radiological Emergency Response (IS-301)	April 2000
Emergency Preparedness, USA (IS-2)	July 1999
Building for the Earthquakes of Tomorrow (IS-8)	August 1999
EOC Management and Operations (IS-275)	November 1999
Radiological Emergency Management (IS-3)	July 1999

National Fire Academy

NFIRS 5.0 Self-Study Program (Q-494)	July 2010
Executive Leadership	June 2006
Leading Community Risk Reduction	July 2004
Executive Development	August 2003
Strategy and Tactics for Initial Company Operations	October 2003
Community Safety Educators Self-Student	August 2002
Command & Control of Fire Department Operations at Multi-Alarm Incidents	May 2002
Leadership I Strategies for Company Success	October 2001
Leadership II Strategies for Personal Success	October 2001
Leadership III Strategies for Supervisory Success	October 2001
Managing Company Tactical Operations: Decision Making	January 2001
Fire Service Supervision	October 2000
Building Construction: Noncombustible and Fire Resistive	May 2000
Firefighter Safety and Survival: The Company Officer's Responsibility	April 1998

TEACHING EXPERIENCE AND APPOINTMENTS

Adjunct Faculty — 2020-Current
Public Safety and Service Leadership Master's Degree Program
PSSL 610 (Strategic Planning and Evaluation), PSSL 620 (Human Resource Management), PSSL 630 (Effective Project Management)
Drury University (MO)

Facilitator — 2014-Current
Situational Leadership II
Ken Blanchard & Companies

Instructor — 2014-Current
Leadership Development Studies Program
Phi Theta Kappa International Honor Society

Adjunct Faculty — 2011-Current
Fire Protection and Safety Engineering Technology (BS)
FPST 4153 (Issues in Local Government and Fire Service)
Oklahoma State University

Adjunct Faculty 2011-Current
Fire Science Administration and Technology (AAS)
FIRE 1013 (Fire Tactics), FIRE 2053 (Hydraulics), FIRE 2023 (Fire Service Administration)
Northwest Arkansas Community College

Adjunct Faculty 2008
Emergency Responder Administration (BT)
ERA 3133 (Strategic Planning and Risk Analysis)
Oklahoma State University – Oklahoma City

Adjunct Faculty 2007-2008
Fire and Emergency Services (AA)
FES 1333 (Fire Service Hydraulics)
Tulsa Community College

Adjunct Faculty 2003-2007
National Fire Academy
National Emergency Training Center

Instructor 2003-2009
Fire Service Training
Instructor I & II, Fire Officer I & II, and Technical Rescue Curriculum
Oklahoma State University

RESEARCH EXPERIENCE

Subject Matter Expert to the National Development and Research Institutes, Inc for "*Preparing for the Next Spike: Impact and Response of the COVID-19 Pandemic*" funded by FEMA Research Grant EMW-2019-FP-00460, CFDA #97.044, Project #663

Subject Matter Expert to the National Development and Research Institutes, Inc for "*Development and Testing of the Fire Service Drinking Toolkit*" funded by FEMA Research Grant EMW-2018-FP-00593, CFDA #97.044, Project #859

Subject Matter Expert to the National Development and Research Institutes, Inc for "*Bullying, Harassment and Resilience in the Fire Service*" funded by FEMA Research Grant EMW-2016-FP-00806, CFDA #97.044, Project #658

Subject Matter Expert to the National Development and Research Institutes, Inc for "*Health and Wellness of Women Firefighters*" funded by FEMA Research Grant EMW-2015-FP-00848, CFDA #97.044, Project #653

Jenkins, Tom. *Changing When We Work: Is 48/96 Right for the Sand Springs Fire Department.* Executive Fire Officer Program Applied Research Project. National Fire Academy. 2006

Jenkins, Tom. *Knowing Your Enemy – The Target Hazards of Sand Springs, Oklahoma.* Executive Fire Officer Program Applied Research Project. National Fire Academy. 2005

Jenkins, Tom. *Damage Assessment – Preparing for the Worst in Sand Springs, Oklahoma.* Executive Fire Officer Program Applied Research Project. National Fire Academy. 2005

Jenkins, Tom. *Regional Mutual Aid and Coordination for the Tulsa Metropolitan Area.* Executive Fire Officer Program Applied Research Project. National Fire Academy. 2004

PUBLICATIONS

Fire Engineering Magazine, "Lessons Learned: SARS-CoV-2 and the Fire/EMS Profession", January 2021 https://www.fireengineering.com/2021/01/08/498169/lessons-learned-sars-cov-2-and-the-fire-ems-profession

Pass It On 3: Making Good Progress, "Beyond the Certificates", Fire Engineering Books and Videos, 2020.

Fire Engineering Magazine Supplement, "Accreditation: Your Career Path to Success", August 2017.

Fire Chief Magazine – Digital Edition, "The No. 1 issue in building a fire station? Location." Summer 2017, Volume 3, No. 2. http://publications.firerescue1.com/2017/Fire-Chief-Digital-Edition-Summer-2017.pdf (p. 16-17)

Firehouse Magazine, "Mentoring the Next Generation of Leaders" September 2016.

Fire and Emergency Services Self-Assessment Manual. Center for Public Safety Excellence, August 2015 (Criterion 5D, 5G, 5H).

Refining Next Gen Leaders: Nurturing Leadership Through Mentoring, 2nd Edition. Center for Public Safety Excellence, 2015.

Firehouse Magazine Supplement, "Credentialing: Your Career Path to Success", Winter 2015.

Speaking of Fire Magazine, Fire Protection Publications, "Building Meaningful Community Relationships", Spring 2014. https://www.ifsta.org/sites/default/files/Spring2014SOFWeb.pdf

Speaking of Fire Magazine, Fire Protection Publications, "Bringing Science to the Streets", Winter 2014. https://www.ifsta.org/sites/default/files/Winter2014SOFWeb.pdf

FirefighterNation.com online magazine, "Developing Firefighters with Both Street Smarts and Book Smarts", January 2, 2014. https://www.firefighternation.com/2014/10/17/developing-firefighters-with-both-street-smarts-and-book-smarts/

Center for Public Safety Excellence Monthly Newsletter, Volume 8-1, Question of the Month Respondent, January 2014.
http://publicsafetyexcellence.org/portals/0/NewsletterJanuary2014/newsletter.htm

FirefighterNation.com online magazine, "A Hybrid Approach to Training New Members", July 21, 2013.https://www.firefighternation.com/2013/07/21/a-hybrid-approach-to-training-new-members/

FirefighterNation.com online magazine, "Making Your Agency Transparent", February 22, 2013. http://www.firefighternation.com/article/management-and-leadership/making-your-agency-transparent

Fire Rescue Magazine, "Smarter, Faster, Safer", November 2012 (Emerging Leaders Column).

FirefighterNation.com online magazine, "Regional Collaboration in the Fire Service", November 14, 2012. https://www.firefighternation.com/2012/11/14/regional-collaboration-in-the-fire-service/

FirefighterNation.com online magazine, "Using Technology to Reduce Response Times", September 22, 2012.
https://firerescuemagazine.firefighternation.com/2012/09/22/using-technology-to-reduce-response-times/

Fire Chief Magazine Online, "Take After Steve Jobs – Think Differently", July 2012.
http://firechief.com/blog/take-after-steve-jobs-think-differently

Fire Chief Magazine, "Data 201: Time to Expand Our Performance Measurement Efforts", Submitted with Publish Date TBD.
Fire Chief Magazine, "Navigating Through a Challenging Environment", August 2011 (p.14).

Cengage Learning, "Firefighter's Handbook", Chapter 3 (Incident Command) and Chapter 19 (Coordinated Fire Suppression).

"Continually Improving in a Challenging Environment", Center for Public Safety Excellence: Navigation Through A Challenging Environment: Special to Fire Chief Magazine, July 2011.

HONORS AND AWARDS

Firefighter Safety and Risk Management Award *Lexipol, Inc.*	January 2019 *Irvine, CA*
Recognition by the Minister of the Interior *Kingdom of Bahrain*	April 2018 *Manama, Bahrain*
Recognition by Resolution 265-34 *Island of Guam 34th Legislature*	October 2017 *Hagåtña, Guam*
Leadership Recognition Award for IAFC Cohort 5 *Saudi Aramco / IAFC Fellowship Program*	May 2017 Fairfax, VA
Patriotic Employer Award *Office of the Secretary of Defense*	June 2016 *Washington, DC*
Unit Citation – 2015 Water Rescue Incident *Rogers Fire Department*	December 2015 *Rogers, AR*

Certificate of Appreciation – OEFOLP Cohort Participation — February 2014
Oklahoma Fire Service Training — *Stillwater, OK*

Employee of the Year — December 2008
City of Sand Springs — *Sand Springs, OK*

Pi Alpha Alpha Member (Honor Society for Public Affairs and Administration) — May 2008
University of Oklahoma — *Norman, OK*

Walter F. Scheffer Scholarship Recipient — September 2007
University of Oklahoma — *Norman, OK*
Firefighter of the Year — October 2007
Sand Springs Fire Department — *Sand Springs, OK*

Outstanding Service Recognition — May 2006
City of Sand Springs — *Sand Springs, OK*

Honorary Kentucky Colonel — May 2005
Governor of Kentucky — *Louisville, KY*

Harry S. Truman Fellow — April 2003
Harry S. Truman Foundation — *Independence, MO*

Firefighter of the Year — December 2003
Oak Grove Fire Protection District — *Catoosa, OK*

Educational Scholarship Recipient — 2003
International Association of Fire Chiefs Foundation — *Fairfax, VA*

Educational Scholarship Recipient — 2002
International Association of Fire Chiefs Foundation — *Fairfax, VA*

PROFESSIONAL MEMBERSHIPS

National Fire-Based EMS Advocate — 2014-Present

National Fire Protection Association (NFPA) 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments — 2011-Present

Institute of Fire Engineers — 2010-Present

National Fire Protection Association (NFPA) 1091: Standard for Traffic Control Incident Management Professional Qualifications — 2010-Present

Arkansas Fire Chiefs Association — 2009-Present

International Association of Fire Chiefs — 2009-Present

Northwest Arkansas Metro Fire Chiefs Association — 2009-Present

Oklahoma Fire Chiefs Association — 2002-2009

MAJOR PRESENTATIONS

2020 – "The Things I Learned as Fire Chief: Ten Years Later", Fire Rescue International: Virtual

2020 – "PulsePoint: Engaging Your Community", Fire Rescue International: Virtual

2020 – Podcast Panelist – "COVID19 Episode 3 – Arkansas, Alabama, California" by Community Risk Reduction Radio: Online Podcast

2020 – Keynote Speaker – "The Future of the Fire Service", Missouri Fire Chiefs Association Annual Convention: Branson, MO

2019 - Keynote Speaker - "The Real Fires of the Fire Service", Oklahoma State University Ethics and Reputation Management Workshop: Tulsa, OK

2019 - Keynote Speaker - "The People You Meet as Fire Chief", Montana State Fire Chiefs Association Conference: Anaconda, MT

2019 – "The Influence of Leadership", Fire Rescue International: Atlanta, GA

2019 – Panelist – "Sofa Chat: Planning for the Big Picture", Arkansas Interoperable Communications Conference: Little Rock, AR

2019 – Keynote Speaker – "The Future of Fire-based EMS", Fire Rescue Med Conference: Henderson, NV

2019 – Keynote Speaker – Des Moines Area Fire Conference: Des Moines, IA

2019 – Online Panelist – "Leading a Data Driven Fire Department", Center for Public Safety Excellence: Online Webinar

2019 – Keynote Speaker – General Session, Washington State Fire Chiefs Association Conference: Kennewick, WA

2019 – Online Panelist – "Good Ideas for Safe Cities: The Data Driven Fire Department", Mayors Innovation Project: Online Webinar

2019 – "Leadership from Back to Front, Battling the Real Fires of the Fire Service", Mohave County Fire Officers Association Conference: Laughlin, NV

2019 – "Fire Service Leadership: Administration and Command", 17th Annual Harry S. Truman Legacy Symposium: Key West, FL

2019 – "Partnerships in Community Risk Reduction", Community Risk Reduction Leadership Conference: Reno, NV

2019 – "Accreditation and Ethics", Center for Public Safety Excellence Conference: Anaheim, CA

2019 – Keynote Speaker "Credentialing in the Fire Service", International Fire Service Accreditation Congress Spring Convention: Oklahoma City, OK

2019 – Keynote Speaker, Oklahoma City Fire Department Fire Academy Graduation: Oklahoma City, OK

2019 – Podcast Panelist – "CRR Around the Globe with Chief Tom Jenkins" by Community Risk Reduction Radio: Online Podcast

2018 – Keynote Speaker "Defending Our Delivery Model", Fire Chiefs Leadership Seminar – California League of Cities: San Francisco, CA

2018 – Keynote Speaker, Southwest Division of IAFC Annual Meeting and Business Dinner: Fayetteville, AR

2018 – "Next Generation Leadership", Southwest Division of IAFC Convention: Fayetteville, AR

2018 – "Battling Firefighter Cancer", Iowa Fire Chiefs Association: Cedar Rapids, IA

2018 – "Harnessing Technology to Engage Elected Officials", Fire Rescue International: Dallas, TX

2018 – Keynote Speaker – General Session, Fire Rescue International: Dallas, TX

2018 – Keynote Speaker "The Leadership Challenge", Michigan Association of Fire Chiefs: Traverse City, MI

2018 – Keynote Speaker "The People You Meet as Fire Chief", Wisconsin State Fire Chiefs Association: The Dells, WI

2018 – Keynote Speaker "Leadership in Building Safety", Safer Building Coalition Conference: Las Vegas, NV
2018 – Keynote Speaker "The Role of the IAFC in Wildfire Preparedness", Western Fire Chiefs Association Wildfire Summit: Sisters, OR

2018 – Keynote Speaker "Making Teams Work", International Fire Operations Conference: Manama, Bahrain

2018 – Keynote Speaker "The American Fire Service", Maryland Fire Rescue Institute Staff and Command School: Towson, MD

2018 – Keynote Speaker "Wildfire: The Modern Fire Problem" Opening Address, Wildland Urban Interface Conference: Reno, NV

2018 – Keynote Speaker "The Things a Fire Chief Needs from Company Officers", Company Officer Leadership Program: Orlando, FL

2018 – Panelist "The Changing Role of Public Safety", Arkansas Municipal League Winter Conference: Fort Smith, AR

2017 – Keynote Speaker, "Battling Firefighter Cancer", Western Pacific Islands Fire Chiefs Association Annual Conference: Guam

2017 – Keynote Speaker, Winston-Salem Fire Department Fire Academy Graduation: Winston-Salem, NC

2017 – Keynote Speaker, The People You Meet As Fire Chief", Indiana Emergency Response Conference: Indianapolis, IN

2017 – Keynote Presentation "Chief Chat: My Friend Mandy", Fire Rescue International Conference: Charlotte, NC

2017 – Keynote Presentation "Chief Officer Leadership: The People You Meet As Fire Chief", Ontario Association of Fire Chiefs Annual Conference: Toronto, Ontario, Canada

2017 – Podcast Panelist – "CRR, ISO and CPSE in Rogers, Arkansas" by Community Risk Reduction Radio: Online Podcast

2017 – "Defending Our Delivery Model", Oklahoma State Fire School: Tulsa, OK

2017 – Panel Participant, Oklahoma State University Annual Research Week: Stillwater, OK

2016 – Keynote Speaker, Kingman Fire Department Promotional and Awards Ceremony: Kingman, AZ

2016 – Keynote Presentation "Chief Officer Leadership: The People You Meet As Fire Chief", Ontario Association of Fire Chiefs Midterm Meetings: Niagara Falls, Ontario, Canada

2016 – Keynote Speaker, Oklahoma State University Fire Protection Society Installation Ceremony: Stillwater, OK

2016 – Keynote Speaker, Stillwater Fire Department Promotional Ceremony: Stillwater, OK

2016 – "The People You Meet in the Fire Department", Branson Fire Leadership Day: Branson, MO

2016 – "Bringing Community Risk Reduction to the Streets", Executive Fire Officer Research Symposium: Emmitsburg, MD

2016 – "The People You Meet as Fire Chief", Fire Rescue International: San Antonio, TX

2016 – "Next Generation Leadership", Idaho Fire Chiefs Association Annual Conference: Sun Valley, ID

2016 – "Establishing the Accreditation Culture", Center for Public Safety Excellence Conference: Orlando, FL

2015 – "What Fire Chiefs Need from Company Officers", Branson Fire Leadership Day: Branson, MO

2015 – "Making the Grade: Performance Measurement on the Incident Scene", Center for Public Safety Excellence Webinar Online

2015 – "Fire Service Leadership 2.0", Southwest Division of the International Association of Fire Chiefs Conference: New Orleans, LA

2015 – "Preparedness and Field Management", Improving Critical and Acute Care Through Regional Education (ICARE) Conference: UAMS College of Medicine, Rogers, AR

2015 – "Making the Grade: Performance Measurement on the Incident Scene", Center for Public Safety Excellence Conference: Orlando, FL

2014 – Keynote Speaker, Springfield Fire Department Graduation Ceremony: Springfield, MO

2014 – "Resource Deployment: Defending Our Delivery Model", Fire Rescue International: Dallas, TX

2014 – "Paralysis from Analysis – Staying out of the Accreditation Rut", Center for Public Safety Excellence Conference: Las Vegas, NV

2013 – "Calm not Calamity: Be Ready for These Tough Questions from your Mayor or City Manager", Fire Rescue International: Chicago, IL

2013 – "Planting the Seed: How to Grow Innovation in your Department", Fire Rescue International: Chicago, IL

2013 – "The Things I Wished I Would have Known before Becoming Fire Chief", Arkansas State Fire Chiefs Conference: Hot Springs, AR

2013 – "Getting out of Your Comfort Zone: Measuring and Improving", Center for Public Safety Excellence Conference: Las Vegas, NV

2012 – "Success tips for chief officers", Arkansas State Fire Chiefs Conference: Hot Springs, AR

2012 – Keynote Speaker, Oklahoma State Fire School: Oklahoma City, OK

2012 – "The Three T's of Success", Fraternal Order of Leatherheads Society: Tulsa, OK

2011 – "The Things I Wished I Would have Known before Becoming Fire Chief", Fire Rescue International: Atlanta, GA

2009 – Keynote Speaker, Arkansas Fire Academy Graduation: Camden, AR

LEADERSHIP

Vice President, International Fire Service Research Center and Policy Institute	2020-Present
Organizer and Facilitator Northwest Arkansas COVID-19 Task Force	2020-Present
Advisory Board Member, National Fallen Firefighters Foundation	2020-2022
President, Motorola Trunked Radio Users Group (MTUG), Arkansas Chapter	2019-Present
Insurance Service Office Public Protection Fire Chief Representative	2018-Present
Advisory Board Member, PulsePoint Foundation	2018-Present
Arkansas Governor's Appointee to School Safety Commission	2018
President and Chairman of the Board, International Association of Fire Chiefs	2017-2018
Board Member, International Fire Service Training Association	2017-Present
Chairman, Benton County 911 Administration Board	2016-2018

1st Vice President, International Association of Fire Chiefs 2016-2017

Advisory Board – Columbia Southern University Fire Science Program 2016

Stakeholder Participant – Firefighter Safety Through Advanced Research II (FSTAR2) Program for the International Association of Fire Chiefs 2015-2016

Member and Scholarship Recipient for NFPA Responder Forum Class of 2017 2015-2017

2nd Vice President, International Association of Fire Chiefs 2015-2016

Reimaging Leader, 9th Edition of Fire and Emergency Service Self-Assessment Manual for Center for Public Safety Excellence 2015

Arkansas Governor's Appointee to Firefighter Cancer Benefit Review Panel 2015-Present

Member, Underwriters Laboratories Technical Panel on the *Study of the Effectiveness of Fire Service Positive Pressure Ventilation During Fire Attack in Single Family Homes Incorporating Modern Construction Practices* 2013-2015

Arkansas Governor's Appointee to Trauma Advisory Council 2013-Present

Adjunct Member, Terrorism and Homeland Security Committee – International Association of Fire Chiefs 2013-2016

Stakeholder Participant – Firefighter Safety Through Advanced Research (FSTAR) Program for the International Association of Fire Chiefs 2013-2014

International Fire Service Training Association Validation Committee Member 2013-2015

Member, Industrial Advisory Board – Oklahoma State University Fire Protection and Safety Engineering Technology Program 2012-2016

Board Member, Benton County 911 Administration 2010-2019

Board Member, Benton County Dive Team Board 2010-2012

Advisory Board – Northwest Arkansas Community College Fire Program 2009-Present

Member, Oklahoma State Firefighters Association – Fire Services Committee Oklahoma City, OK 2005-2007

Member, Oklahoma State Firefighters Association – Educational Advisory Committee Oklahoma City, OK 2001-2003

SERVICE

Fire Representative, State of Arkansas Interoperable Communications Committee Policy Working Group 2020-Present

Presenter, Mission Critical Communications Webinar on In-Building Communications 2020

Chairperson, IAFC Lessons Learned Working Group (COVID-19) 2020

Board Liaison, Chief Executive Officer Search Process for the IAFC 2019-2020

Facilitator, Personal Protection Equipment Manufacturers & IAFC Summit 2019

Contributor, Near Miss Reporting System "Fail Fest" (FRI 2019 – Atlanta, GA) 2019

Co-Host for IAFC Podcast Series (https://www.blogtalkradio.com/ichiefs) 2019-Present

IAFC Representative, 17th Annual President Harry S. Truman Legacy Symposium 2019

Stakeholder Participant to the National Development and Research Institutes, Inc for "*Health and Wellness of Women Firefighters*" March 2019

Rogers Public Schools –Elementary Zoning Committee (Parent Representative) 2018

Congressional Testimony and Witness to the House Transportation Committee on 2017 Wildfire Impacts 2018

Contributor, Penwell Firefighting Books and Videos Advisory Council 2018-Present

Subject Matter Expert, Scott Safety / 3M User Advisory Council 2017-Present

IAFC Representative, Fire Service Occupational Cancer Symposium 2017

IAFC Representative, 2017 High-Rise Building Sprinkler Retrofit Summit 2017

Moderator for 2017 Research Symposium for the *International Fire Service Journal of Leadership and Management* July 2017

IAFC Representative for the National Fire Protection Association Executive Advisory Board on Data and Analytics in the Fire Service 2017-Present

Moderator for 2016 Research Symposium for the *International Fire Service Journal of Leadership and Management* July 2016

Nominations and Elections Committee for the International Fire Service Training Association Winter Conference January 2015

Facilitator for the 2015 International Association of Fire Chiefs Strategic Planning Session in Oklahoma City, Oklahoma. January 2015

IAFC Representative for the National Association of State Fire Marshals Foundation *Data Appreciation* Training Program 2014

Director of Arkansas Chapter for the Firefighter Cancer Support Network 2013-2015

Mentor for International Association of Fire Chiefs Company Officer Mentoring Program 2013

Facilitator for Onsite Programming Arkansas and Mid-States Fire Conference 2010-2016

Academic Appeals Board – Oklahoma State University (Stillwater, OK) 2002-2003

Citizen Participant for the City of Broken Arrow (OK) Strategic Planning Workshop June 2000

International Fire Service Training Association Validation Committees

Orientation and Terminology, 7th Edition (Chair) 2020
Orientation and Terminology, 6th Edition 2015
Chief Officer, 3rd Edition 2013

Center for Public Safety Excellence Fire Department Accreditation Peer Review Teams

Toledo, OH 2018
Hartford, Vermont 2014
Bowling Green, OH 2012

Textbook Review

Tactical Guide to Commercial Building Fire Operations – Penwell Publishing 2020
Fire Department Strategic Planning, 3rd Edition – Penwell Publishing 2020
Firefighter 1 and 2 Handbook, 2nd Edition – Penwell Publishing 2018
The Company Officer's Handbook, 1st Edition – Penwell Publishing 2018
Tactical Resiliency for Firefighters, 1st Edition – Penwell Publishing 2017
Firefighting Strategy and Tactics, 3rd Edition – Jones and Bartlett 2014
Introduction to Fire Protection and Emergency Services, 5th Edition - Jones and Bartlett 2013

Jarett Metheny, M.S., EFO, CFO

115 Timberlane Court, Ozark, MO 65721 - (417)430-7933 - jarettmetheny@gmail.com

Education

Ph.D., Fire & Emergency Management Administration, Oklahoma State University, In Progress
M.S., Fire & Emergency Management Administration, Oklahoma State University, Dec. 1999
B.S., Fire Protection & Safety Engineering Technology, Oklahoma State University, May 1995

Experience

Ozark Fire Protection District, Ozark, MO
Fire Chief (2020 – Present)

Drury University, Public Service and Safety Leadership Master's Program, Springfield MO
Program Coordinator and Lead Faculty (2020 – Present)

Public Safety Consultant
Self Employed (2017 – Present)
- Develop Promotional Exams and Assessment Center for Fire Departments
- Facilitate Strategic Planning Processes
- Loss Control and Life Safety Code Consultant

Battlefield Fire Protection District, Battlefield, MO
Fire Chief (2018-2019)

Oklahoma State University – College of Engineering, Architecture, and Technology
Assistant Professor, Fire Protection and Safety Engineering Technology (Fall 2015 – Present)

Instruction
- FPST 1103: *Applied Techniques in Fire Suppression*
- FPST 1213: *Fire Safety Hazards Recognition*
- FPST 3013: *Safety Management*
- FPST 4403: *Hazardous Materials Incident Management*
- FPST 4993: *Senior Design/Capstone, Faculty Advisor*

Service
- Fire Protection Society, Student Organization, Faculty Advisor
- Fire Protection and Safety Engineering Technology, Academic Advisor
- Fire Council, Funding Committee Chair
- Engineering Technology Facilities and Lab Committee Member

Research
- *Hearing-Aid Effectiveness in Extreme Environments for Firefighters,* 2017, $10,000, Self-Funded.
- *A Noninvasive Method for Early Diagnosis of Lower Airways Obstructions,* 2017, $1,296,600, DHS-FEMA, Submitted as Co-Principal Investigator / Non-Funded
- *Campaign for Fire Service Contamination Control,* 2016, $30,000, National Fire Protection Association, Submitted as Principal Investigator / Not Accepted
- *Flammability Standards for Building Insulation Materials,* 2016, $150,000, Cal-Fire State Fire Marshal, 9-Month, Submitted as Co-Principal Investigator / Funded
- *Fire Fighter Equipment Operational Environment: Evaluation of Thermal Condition,* 2016, $25,000, National Fire Protection Association, Submitted as PI / Not-Funded
- *Development of an Integrated Structural Conditions Risk Assessment Matrix to Enhance On-Scene Decision-Making Process Related to Firefighter Safety During a Structural Fire,* 2016, $1,500,000, 36-Month, DHS-FEMA, Submitted as Co-Principal Investigator / Not Funded

Coordinated and Instructed Continuing Education and Fire Officer Programs

Oklahoma State University - International Fire Service Training Association
Student Research Technician (1993 – 1995)

Watonga, Oklahoma Fire Department
Volunteer Firefighter (1992 -1995)

Affiliations

Missouri Valley Division of the International Association of Fire Chief's
Missouri Fire Chief's Association
Missouri Firefighter's Association
Queen City Fire Chief's Association
American Council on Education, Fire Science Faculty Evaluator (2014-Present)
International Association of Fire Chief's (2004-Present)
Adviser for Saudi Aramco Fire Department Fellowship Program (2016-Present)
National Fire Protection Association (2011-Present)
Incident Management Professional Qualifications Committee Member, NFPA 1026 (2013-Present)
Fire Service Health and Safety Technical Committee Member, NFPA 1500 Series (2013-2015)
Oklahoma State University - Fire Service Training, Advisory Board Member (2010-Present)
Oklahoma State University – OKC, Municipal Fire Protection Program, Advisory Board (2008-Present)
Oklahoma Fire Chief's Association, (2000-2015) Executive Board (2014-2015)
Oklahoma State Firefighter's Association (1993-2015)
Financial, Legislative, and Educational Committees; 2011 Annual Convention Chairman
Eastern Oklahoma Fire Chiefs and Oklahoma City Metro Fire Chiefs Associations (2000-2015)
Oklahoma Emergency Mgmt. Assoc. and Central OK Emergency Manager's Assoc. (2012-2015)
Association of Central OK Government, Central OK Traffic Incident Management Committee (2013-2015)
Central Oklahoma Incident Support Team (2012-2015)
Midwest City YMCA, Advisory Board Member (2009-2015)
Community Support Campaign Chairman and Leadership Development Committee (2013)
Rotary International, Midwest City Club, Board of Directors (2010-2015)
Midwest City Chamber of Commerce, Board of Directors (2013-2015)
Mid-Del-Tinker Club 100 Board of Directors (2013-2015)
International Fire Service Training Association, Validation Committee Member
Chief Officer (2017-2020)
Orientation and Terminology (2014)
Fire Department Safety Officer (2000)
Fire & Emergency Service Instructor (1998)
International Association of Fire Fighters, Local 2066 (1995-2013) Sec/Treas. (2002-2005)
Oklahoma Urban Search & Rescue Task Force #1 (2004-2008)

Achievements

Mid-Del-Tinker Club 100, Fire Chief Hall of Fame Recipient (2015)
Employee of the Year, City of Midwest City (2013)
Center for Public Safety Excellence, Chief Fire Officer (CFO) Designee (2013 –Current)
YMCA Volunteer of the Year (2012)
National Fire Academy, Executive Fire Officer (EFO) Graduate (2011)
Midwest City Chamber of Commerce, Leadership Midwest City (2011)
OSU Fire & Emergency Management Program, Outstanding Graduate Research Award (1999)
Mid-Del Club 100 Firefighter of the Year (1996 and 2005)

Rose State College, Midwest City, OK. *Application of the Incident Command System for Executive and Elected Officials during Large Scale Disasters,* 2004.

Vicki Atchley

*P.O. Box 250, Foyil, OK 74031 * 918-230-0696*

Employment History

2017-Present; 9-1-1 Director; *Northeast Oklahoma E911 Trust Authority, Claremore, OK*

- Overall Management of Personnel and Operations of a County-wide Consolidated 9-1-1 Center that dispatches for 8 Police Agencies; 9 Fire Departments, and 2 Medical Services. This is a highly stressful and highly-secured work environment. *40+ hours per week.*

Personnel Management:

- Personnel Management and Accountability.
- Evaluating team performance and individual performance to ensure high performance at all levels.
- Ensuring employee training and readiness to respond appropriately for any type of incident or disaster.
- Ensuring a safe work environment and promoting a healthy lifestyle.
- Recruiting, Interviewing, and hiring new employees.

Administration:

- Developing, Promoting, and Implementing the Emergency Operations Plan.
- Recordkeeping / Asset Tracking.
- Developing and Implementing Policies and Procedures for our Emergency Communications Plan.
- Ordering Supplies, Tracking expenditures and purchase orders.
- Bank and Record reconciliation.
- Ensuring compliance with Criminal Justice Information Security Policy (FBI/CJIS).
- Preparing after-action reports and participating in team debriefing sessions on all high-profile, high-stress incidents.
- Managing our Workman's Compensation insurance plan.

❖ My present duties also include those performed as Communications Coordinator as shown below.

2014-2017; Communications Coordinator; *Rogers Police Dept, Rogers, AR*

- Overall Management of Personnel and Operations of a mid-sized primary PSAP; dispatching Police, Fire, Medical, Code Enforcement, and Animal Control. Responsibilities include but are not limited to *40+ hours per week.*

Personnel Management:

- Testing and Interviewing applicants, recommendations on hiring, recommendations for termination.
- Supervisor and provide clear direction to subordinate employees.
- Create learning environment by monitoring and documenting performance for training, counseling, or commendation opportunities.
- Prepare and provide Oversight Authority on all employee and supervisor evaluations, recommend approval or denial of merit increases.
- Employee Payroll.

Team Building and Relationships:

- Develop and Maintain positive working relationship with surrounding PSAPs, First Responders, external customers, internal customers, and employees.
- Investigate and Resolve Employee Grievance and Citizen/User Complaints.
- Attend and participate in Department, City, County, Regional, and/or State 911 meetings.
- Provide public information to various news/media outlets; on air and by phone; may make public presentations.

Administration:

- Established and now maintaining the Priority Dispatch Quality Assurance program for:
  - Police and Fire Call-Taking
  - Emergency Fire Dispatching protocols
  - Emergency Medical protocols
  - Police and Fire Radio Traffic
- Provide Documentation, Subject Matter Expert, and Proofs to maintain our CALEA (Council on Law Enforcement Accreditation).
- Maintain NCIC/ACIC and Warrant entry and validations policies and procedures for FBI and State Biennial Audits.
- Ensure and Coordinate compliance of training program to State law. Prepare and Update training manuals as necessary.
- Prepare and update policies and procedures on a bi-annual rotation.
- Prepare mandatory annual audit of all wireless 911 funds received from the State. All purchases, employee wages, training, and certifications must be documented and submitted to the State.
- Preparing annual budget request document.
- Employee Payroll Preparation.
- Updating all policies and procedures on a bi-annual rotation.

Data:

- Prepare monthly department reports: call for service volume; 911 Incoming Calls; Non-Emergency incoming and outgoing calls; employee overtime; radio traffic volume; top 10 calls for service; time of calls from dispatch to arrival for fire to ensure compliance with NFPA 1221.
- Mapping for Trend Analysis for Police and Fire Monthly Calls for Service.

Equipment:

- Maintaining, preserving, and updating all equipment within the dispatch arena: Radios, CAD, 911 Telephony, Zetron, and PC Workstations.
- Provision County 911 cell towers and sectors for routing accuracy.
- Build and update GIS (Graphic Information Systems) Layers of Map Data for our CAD and 911 Telephony Systems.
- Implementation of Text-2-911 and upgrading equipment for compliance with NG-911

2011-Present; GIS Resource Specialist/Consultant;

Okfuskee County, Okmulgee County and Muskogee City County E911 Centers;

Started as Operations Supervisor for the County-Wide E911 Trust Authority; then assumed the focused role of GIS/Data Resource Specialist to complete the build of the new CAD and implement the 911 Telephony System. When I was hired by Rogers, AR I continue to assist Muskogee by updating their mapping and maintaining the MSAG (Master Street Address Guide) for the County on a part-time basis (20 hours per week).

2009-2011; 9-1-1 GIS Mapping and Addressing; *Rogers County, OK*

- 40 Hours per week
- Drove county roads collecting street and structure data to build center line and address point layers for Rogers County. These layers were used for to create the base map for their 911 Telephony and for the implementation of Wireless Phase II.
- Provided wireless testing and provisioning of cell towers.
- Established map page numbering system and built map page layer.
- Teamed with other agencies in the county and surrounding counties to acquire and maintain accuracy of data.
- Synchronized County GIS with the host Telco MSAG 9-1-1 data.

1996-Present; Disaster Mortuary Operational Response Team (DMORT)

Training Officer (GS-11) - Region VI (work hours as required)

Deployments include:

- Peace Officers Memorial in Washington DC
- Joplin Tornado
- Hurricanes Katrina and Rita – Louisiana
- I-40 Bridge Collapse – Webber Falls, OK
- World Trade Center – NYC
- National Emergency Response Center – Rockville, MD
- United Flight 93-Shanksville, PA
- Hurricanes Floyd and Irene-North Carolina
- Oklahoma City Area Tornadoes

As the Training Officer and/or responder to a disaster I wore a variety of hats. You do what is necessary to accomplish the mission. Safety, security, and accountability are a must in any operation. I have:

- Coordinated the ordering of supplies from body bags to refrigerated trucks.
- Arranged transportation of team members from across the country to the deployment site.
- Developed mission related policies and procedures.
- Developed After-Action Reports
- Performed as Safety Officer during field operations.

1996-2010; Dispatcher/Emergency Medical Technician;

Foyil Fire and Med-Tec/Pafford Ambulance Services

- Fire and Medical Dispatcher; part-time – agency discontinued dispatch services
- First Responder on Ambulance in Rogers and Craig Counties
- 20 hours per week

1994-2009; 9-1-1 Coordinator/ 9-1-1 Mapping and Addressing Coordinator/ Dispatcher/Geographical Information Specialist;

City of Tulsa, Tulsa, OK

- Collected Field Data and maintained GIS mapping for Tulsa City/Tulsa County/Catoosa
- Implementation of Phase 1 and Phase II
- 9-1-1 Call Taker, Teletype Operator, and Police and Fire Dispatcher
- Maintained Geographical and Resource Data for CADS

- Fire Alerting and Paging Systems
- Address Coordinator for unincorporated Tulsa County & portions of Rogers County
- Disbursed applicable material/resources to proper agencies and provided documents and guidance to CALEA Supervisor for accreditation.
- Member of in-house Critical Incident Stress Management Team (CIRT)
- President, Oklahoma National Emergency Number Association (OklaNENA) and representative on the State 9-1-1 Advisory Board
- MSAG maintenance and synchronization with GIS data for Tulsa/Tulsa County
- 40 + hours per week

1994-Present; Training Officer and Firefighter; *Foyil Fire Dept, Foyil, OK*

- As a Volunteer Firefighter I work in dangerous conditions, austere and remote environments, and must be physically fit to perform a variety of job requirements. I must routinely lift more than 50 pounds. I must be able to walk long distances. Depending on the type of incident I am constantly bending, crawling, and lifting. I must have stamina for long duration events. This is a physically and mentally demanding profession.
- As a member of the Rescue Task Force, I have performed duties such as caring and/or searching for the sick, injured, dying or deceased victims of man-made and natural disasters.
- Setting up areas for the staging of equipment and accountability systems for all personnel.
- Establishing the infrastructure for our base of operations during long-term events.
- Evaluating field operations after each incident to improve and provide for training opportunities.
- Work as needed

1992-1994; Billing Specialist/Receptionist; *Hematology-Oncology Ltd, Reno, NV*

- Computer Insurance Billing; Medicare, Medicaid, HMO's, Indian Health, and Military, following all governmental guidelines. Acted as switchboard operator, daily appointments, screening new patients, record filing, and provided care and comfort and care for patients receiving chemotherapy and radiation.
- 40 hours per week

1991-1992; Account Administrator; *Baker-Taylor Book, Reno, NV*

- School and Library Accounts - ensured the accuracy of books delivered to schools and libraries.
- 40 hours per week

1986-1991; Information Resource Specialist;

Washington County Consolidated Communications Agency, Beaverton, Oregon

- Collected Field Data for use on precision address maps
- Adapted existing maps for emergency dispatching
- Maintained records of division dispatch activities
- Coordinated data collection for Computer Geographic Information
- Maintained Police and Fire District changes, annexations, new subdivisions, and fire hydrant locations
- Team member on the Request for Proposal (RFP) for their first CAD
- Trained member of the Logistics Team under the Incident Management System. As a member of the Logistics team I was responsible for providing guidance on logistical management and accountability.
- 40+ hours per week

1980-1986; Business Manager; *Control-C Software, Portland, Oregon*

- Supervision of Accounting Operations, Sales & Marketing, and Technical Support
- Selection and purchase of office equipment
- Contract negotiations

Summary of Achievements

- Oklahoma State 9-1-1 Advisory Board Current Member
- Oklahoma State 9-1-1 Current Operations Committee Chair
- Arkansas State Mass Fatality Board Member
- Deployment to Travis AFB in support of HHS COVID response
- OklaNENA *(National Emergency Number Association) - President*
- NJTI-TERT (National Joint TERT Initiative) – *Board Member*
- TERT (Telecommunicators Emergency Response Team) – *State Coordinator*
- Tulsa County Sheriff's Office - *Reserve Deputy and Disaster Operations Team Member*
- Terrorism Early Warning Group (TEWg7) - *Department of Homeland Security Program, administered by the Memorial Institute for the Prevention of Terrorism (MIPT)*
- Speaker Chair for Oklahoma's APCO/NENA Annual Public Safety Conference
- Planning Section Chief and Liaison Officer during Hurricane Katrina
- Family Assistance Center and Information Resource Coordinator for United Flight 93
- DMORT Representative at the National Emergency Operations Center (EOC) in Washington DC during the September 11, 2001 disaster declarations
- Instructor for Oklahoma's APCO/NENA Annual Public Safety Conference
- Co-Chair for Oklahoma's APCO/NENA Annual Public Safety Conference

Education

Degree

Northeastern State University
Bachelor of Science in Criminal Justice

Certifications/Licenses

APCO (Association of Public Safety Communication Officials)
Registered Public Safety Leader (RPL)
Communications Center Supervisor Certification

Oklahoma State University
Firefighter I Certification

Rogers State University
Reserve CLEET (Council on Law Enforcement Education and Training) Certification

Northeast Vo-Tech
Emergency Medical Technician

Priority One Dispatch
Emergency Medical Dispatcher (EMD)
Emergency Fire Dispatcher (EFD)
Emergency Medical and Fire Quality Assurance (ED-Q)
Emergency Telecommunicator (ETC)
Emergency Telecommunicator Instructor (ETC-I)

Department of Homeland Security
ICS 100, 144, 200, 300, 400, 700, 704, 800, 1200
Train-the-Trainer for ICS 300 and 400

Oklahoma State University
Instructor II Certification for Fire Service Training

Oklahoma Department of Mental Health
Critical Incident Stress Management Basic and Peer-to-Peer

FBI's WMD Disaster Preparedness
Trained in WMD (radiological and biological), Incident Command, Train the Trainer, Emergency Responder & Awareness and Emergency Medical Response

Department of Homeland Security
HSEEP, Department of Homeland Security Exercise and Evaluation Program, Train-the-Trainer

National Fire Academy
Course Design
Command and Control of Incident Operations

References

Darryl Maggard	911 Specialist INCOG	918-822-7911
Charles Smith	DMORT (Disaster Mortuary Response Team) Commander Region VI	225-337-9310
Julimarie Sommers	Medical Legal Investigator State of New Mexico	505-280-9751

Letters of Recommendation

Available Upon Request

CITY OF JOPLIN MISSOURI

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2021-RFP-07

FIRE DEPARTMENT RESOURCE ALLOCATION STUDY

RFP Due Date: 10:00 A.M., February 19, 2021

Location: City of Joplin
Fire Department
303 East 3rd Street
Joplin, MO 64801

Staff: Jimmy Furgerson, Fire Chief
Email: jfurgers@joplinmo.org
Phone: 417-624-0820

Proposals will be received by the Fire Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

January 22, 2021
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a consulting firm to perform a resource allocation study about the future of the Joplin Fire Department. The City is interested in a qualified firm capable of providing guidance on multiple facets of the agency. The goal of the study is to determine the personnel allocation needs for the Joplin Fire Department, along with the proper allocation of those personnel resources to best meet the needs of the community. The study is also seeking recommendations on the proper fire station locations for the current boundaries of the City, as well as guidance based on projected future growth of the City. The City is soliciting competitive proposals to perform this study.

1.2 Background

Joplin is located in the southwest corner of Missouri, bordering Kansas, Oklahoma and Arkansas. Joplin also has two major intersecting Interstate Highways within the city limits. The City of Joplin's population is 50,175, but due to the regional nature of Southwest Missouri, the daytime population of Joplin swells to approximately 240,000. A forty-mile radius of Joplin encompasses 400,000 people, making Joplin the fourth largest metropolitan area in Missouri. Joplin city limits, which covers more than thirty square miles, continues to experience moderate growth while rapid growth is occurring in the surrounding regional area.

The Joplin Fire Department is comprised of 95 fire positions and 1 civilian staff member. There are currently six fire stations with one additional fire station in design in 2021. Fire personnel work a twenty-four hour shift every third day for a total of 2,912 hours per year. Each station is manned with four personnel comprised of one Captain, one Fire Driver/Engineer and two firefighters. There are three total shifts for the Fire Department overseen by one Battalion Chief per shift. The Joplin Fire Department organization chart is included as Exhibit B of this RFP. A map of the locations of the Joplin Fire Department stations is included in this RFP.

1.3 Study Requirements

The consultant shall collaborate with the employees of the City of Joplin to evaluate the agency's current staffing, organizational structure and station location, as well as any recommendations for change based on the City's current population and other data. The study will also evaluate the same information based on projected growth of the City. The resource allocation study is intended to obtain answers, insight and recommendations based upon available CAD data, staff interviews or surveys, and other agency records and information. Specific areas of interest include, but are not limited to, the following questions:

1) What is the optimal staffing level for the Joplin Fire Department based on the current service demands? Please explain the basis for any recommended changes in staffing levels.
    a. Information should be provided based on the current level of service being provided by the department.
    b. Information should be provided based on the current level of service being provided by the department based on projected community growth for the next 15 years.
    c. Additionally, information should be provided based on an enhanced level of service that could be provided by the department in the future.

d. Additionally, information should be provided based on an enhanced level of service that could be provided by the department in the future based on projected community growth for the next 15 years.

2) Are the current locations of the fire stations within the City effective and efficient given the current types of calls for service and location of calls for service? Please explain the basis for any recommended changes or additions to fire stations.

3) Please make any recommendations to improve the fire department operations to be as efficient and effective for the community as possible.

Final report will be presented to City Council by Consultant and to one additional group, if required by the City.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the January 22, 2021 RFP issue date are subject to change:

Activity	Date
RFP issued	January 22, 2021
RFP Due Date	February 19, 2021
Finalist Interviews (if required)	March 3, 2021
Vendor Selection	March 4, 2021
Complete Contract	March 8, 2021
Present Contract to Council for Approval	March 15, 2021
Consultant Commence Work	March 16, 2021
Final Report Complete	June 30, 2021

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than January 29, 2021 via e-mail to jfurgers@joplinmo.org, or in writing, to Jimmy Furgerson (Attn: Fire Department Resource Allocation Study RFP), City of Joplin, 303 East 3rd Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Fire Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.

25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

10% References – will be based on references submitted as part of RFP but can include clients not submitted.

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement
B. Fire Department Organizational Chart
Map of locations of fire stations

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can

be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by March 4, 2021. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Fire Department no later than 10:00 a.m. February 19, 2021. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
JIMMY FURGERSON
FIRE CHIEF
303 EAST 3RD STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2021-RFP-07: FIRE DEPARTMENT RESOURCE ALLOCATION STUDY"

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other

evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms. If interviews are conducted with a shortlist, consultants will be scored solely based on the interview process itself.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

*NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Joplin Fire Department
303 East 3rd Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2021-RFP-07 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated January 22, 2021 which proposal is attached hereto and incorporated herein as Exhibit C; and

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit C. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit C for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure 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 the City except as employees of the Consultant. All the services required hereunder will be performed by the 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 the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner

Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 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 the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. 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, though City will attempt to so notify any such assignee.

9. 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.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public

employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant 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, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT B

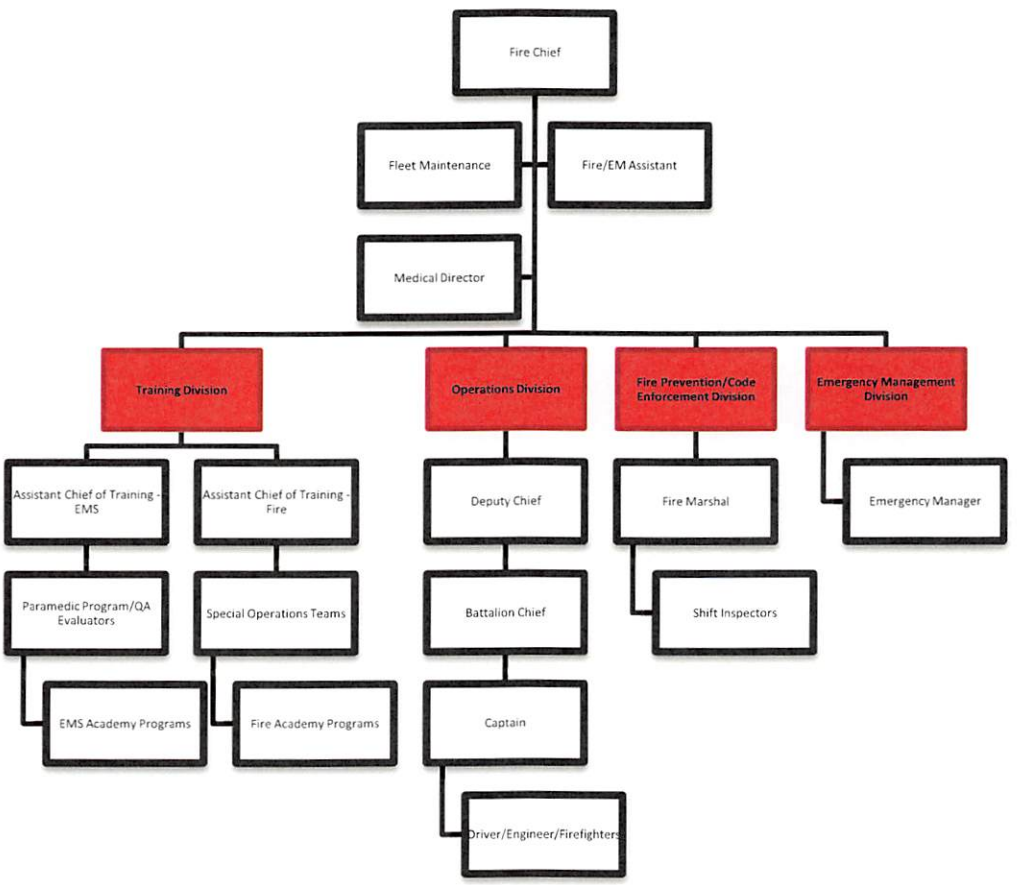
	JOPLIN FIRE DEPARTMENT **Standard Operating Guideline**	**SOG** **100.6-17**
Category: Administrative – General Rules **Subject:** CHAIN OF COMMAND **PAGES:** 1		**Effective Date:** 07/10/15 **Revised:** 08/18/17
Application: **All JFD Personnel**	**Authorized by:** Fire Chief James Furgerson	

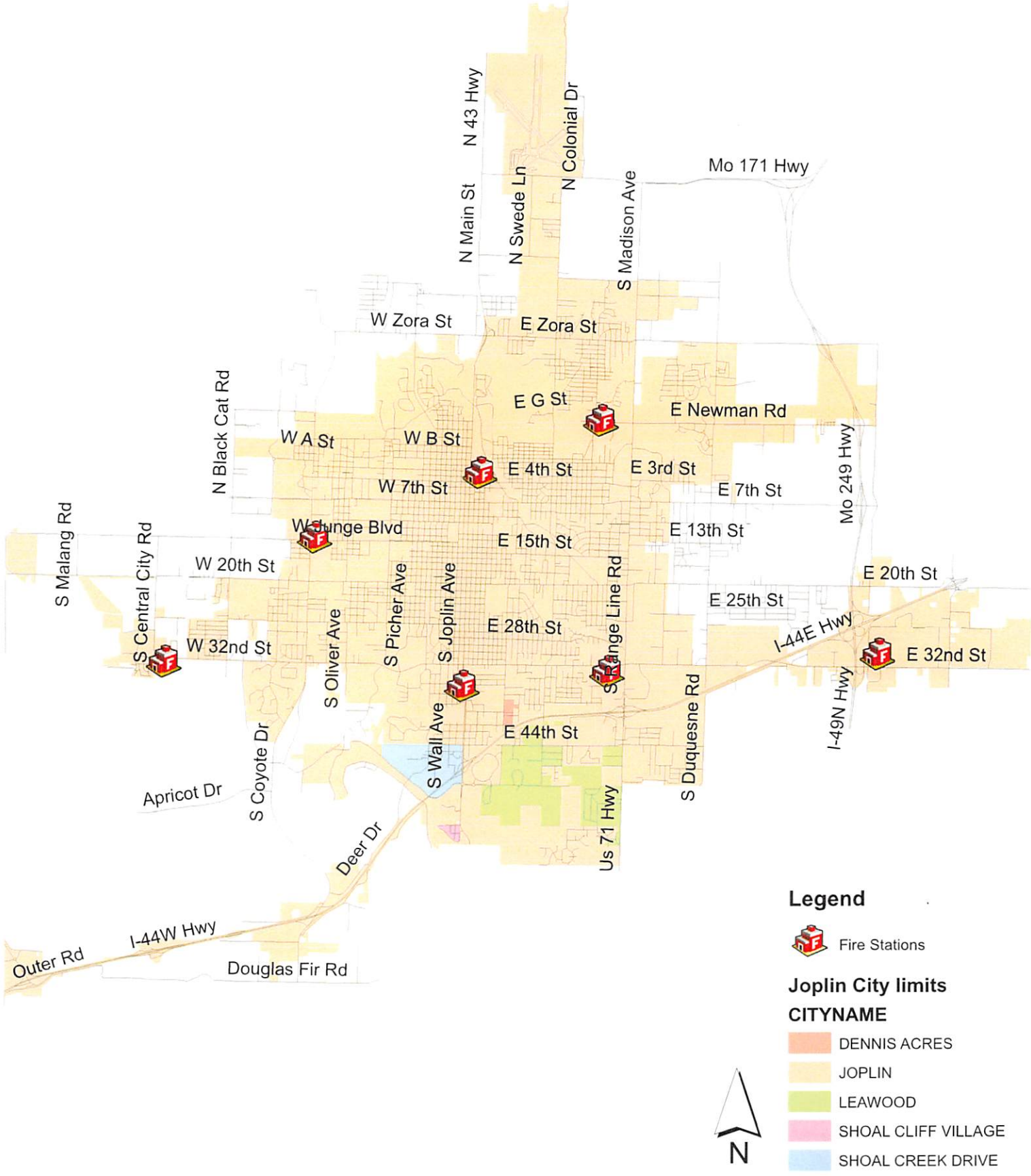
I. PURPOSE

To establish a clear chain of command that will apply to all situations.

II. ACTION

The flow chart shall be the official chain of command for the Joplin Fire Department.




N 43 Hwy
N Colonial Dr
Mo 171 Hwy
N Main St
N Swede Ln
S Madison Ave
W Zora St
E Zora St
N Black Cat Rd
E G St
E Newman Rd
W A St
W B St
E 4th St
E 3rd St
W 7th St
E 7th St
Mo 249 Hwy
S Malang Rd
W Range Blvd
E 15th St
E 13th St
S Central City Rd
W 20th St
E 20th St
E 25th St
S Picher Ave
S Joplin Ave
S Range Line Rd
I-44E Hwy
W 32nd St
S Oliver Ave
E 28th St
E 32nd St
I-49N Hwy
S Coyote Dr
S Wall Ave
E 44th St
S Duquesne Rd
Apricot Dr
Deer Dr
Us 71 Hwy
I-44W Hwy
Outer Rd
Douglas Fir Rd
Legend
Fire Stations
Joplin City limits
CITYNAME
DENNIS ACRES
JOPLIN
LEAWOOD
SHOAL CLIFF VILLAGE
SHOAL CREEK DRIVE
N

CITY OF JOPLIN
FIRE RESOURCE ALLOCATION STUDY
PRELIMINARY OVERALL AVERAGE SCORE
26-Feb-21

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Beacon GIS	89	86	38	62	84	71	430	71.67
AP Triton	75.5	67.5	50.5	55.5	59.5	67.5	376	62.67
Canfield Jenkins & Associates	50	67	60	65	56	68	366	61.00
Business Information Services	39.8	32.8	1.8	0.8	12.8	47.8	135.8	22.63

CITY OF JOPLIN
FIRE RESOURCE ALLOCATION STUDY
FINAL OVERALL AVERAGE SCORE
5-Mar-21

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE	OVERALL AVG SCORE
Canfield Jenkins	50	46	50	49	49	47	48.50
AP Triton	25	29	24	30	35	32	29.17
Beacon GIS	5	20	10	0	34	25	15.67

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-117 – Construction Agreement for Microsurfacing 2021

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB 2021-117 Ordinance, Bid Tabulation, Construction Agreement, Location map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase. City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Vance Brothers Inc. for the Microsurfacing 2021 in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12).

BACKGROUND
As a part of the annual street maintenance program, the City provides preventive maintenance on asphalt streets on a seven-year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. In 2004, staff chose to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up more quickly and is more durable. This allows roads to be opened to the public in a shorter time frame.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Two companies submitted bids (see attached Bid Tabulation), that were opened on February 23, 2021. Vance Brothers was the low bidder and the bid was below the Engineer's estimate. Staff evaluated the bid and chose to award the base bid and both alternates.

FUNDING SOURCE
These payments are included in the FY 2020-21 in the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

COUNCIL BILL NO. 2021-117 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Vance Brothers Inc. for Microsurfacing 2021 in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) for the Microsurfacing 2021 Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the construction agreement between the City of Joplin and Vance Brothers Inc. in the amount of Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) for the Microsurfacing 2021 project, a true and accurate copy of said agreement being attached hereto; be the same and 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 exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2020-2021 city budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

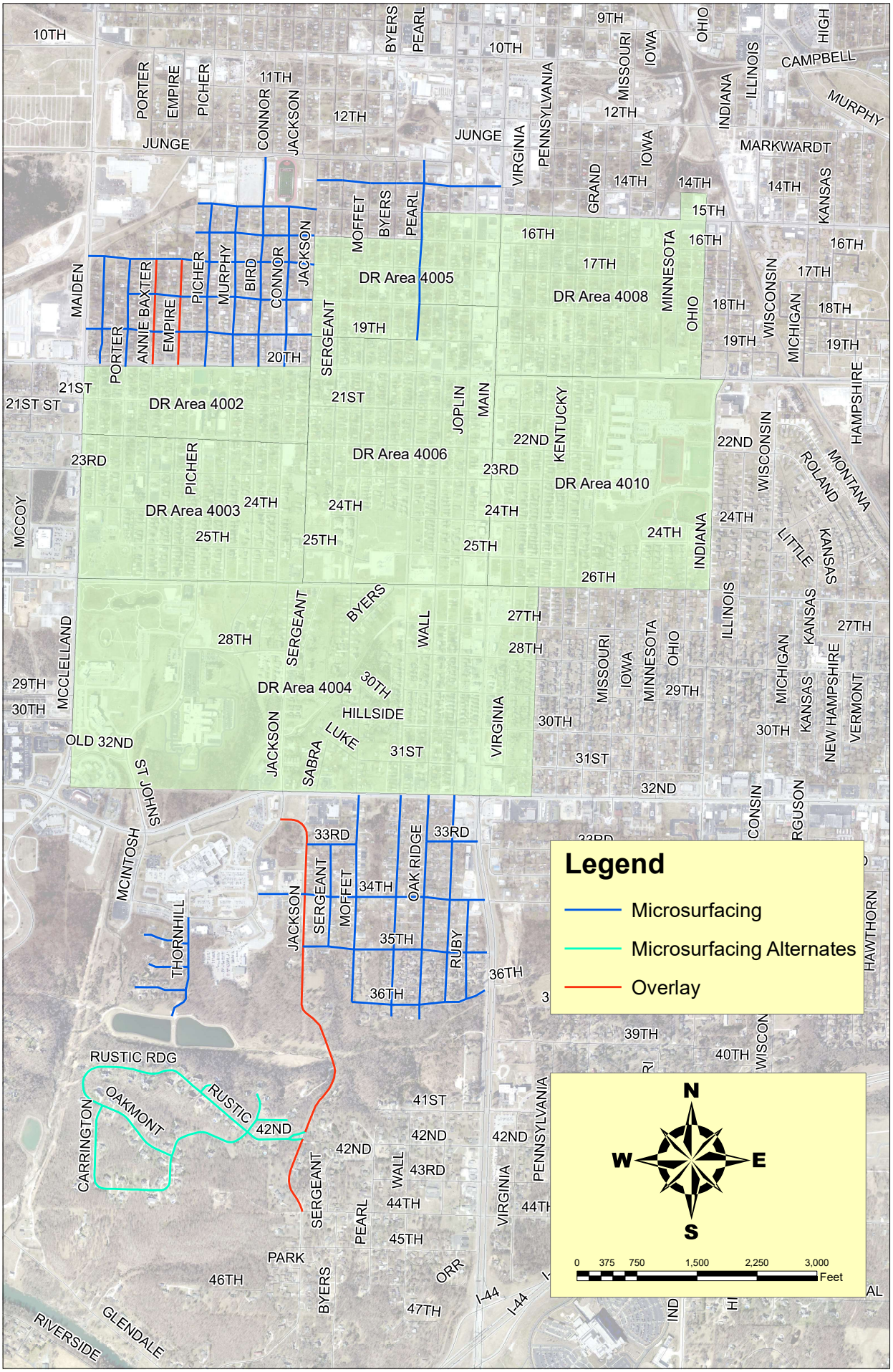
COUNCIL BILL NO. 2021-117

I hereby certify that a sufficient amount is available in Transportation Sales Tax to pay the amounts called for on the basis of the bids received by the City Engineer.

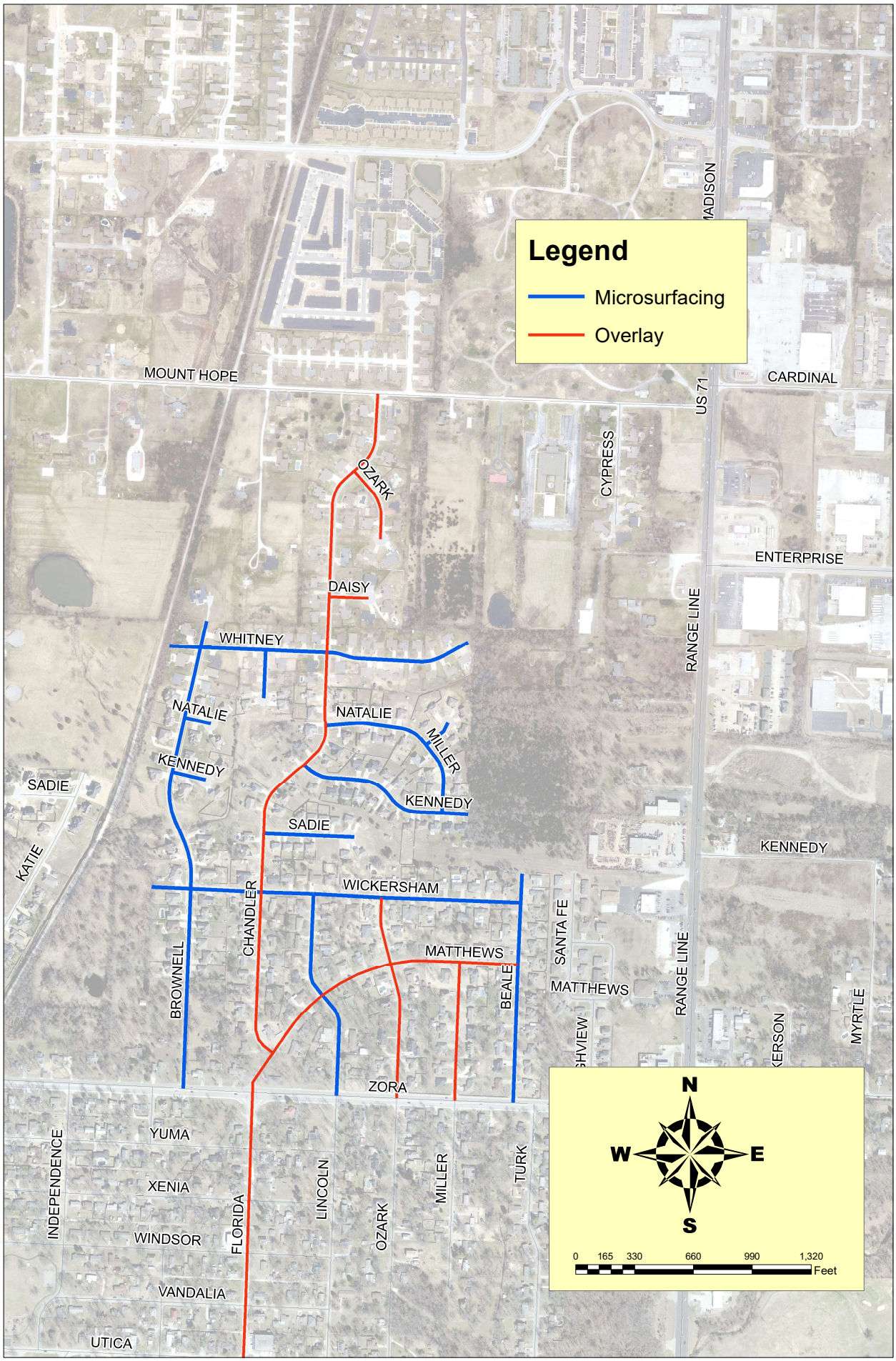
_____

Leslie Haase, Director of Finance

2021 Pavement Restoration Area



2021 Extended Paving Area



2021 Schifferdecker Parking Lots



< Double click to enter text >

2021 Turkey Creek Sewage Treatment



AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Vance Brothers Inc. Address: 5201 Brighton Kansas City, MO 64130	
Attention: Dakota Rusk		Attention:	
Department: Public Works – Engineering		Phone: (816) 923-4325	Fax:
Phone: (417) 624-0820	Fax: (417) 625-4738	Microsurfacing 2021	

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:

Microsurfacing 2021

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 90 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 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12) 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, (https://www.joplinmo.org/DocumentCenter/View/7374/Standard-Specs_050119?bidId=) Contractor (or surety) shall be liable to the City in the amount of $1500 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 Six Hundred Sixty-Two Thousand Six Hundred Twenty-Three and 12/100 Dollars ($662,623.12), 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: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

BID TABULATION

PROJECT: Microsurfacing 2021

DATE OF BID OPENING: February 23, 2021

CONTRACTOR	BID
Vance Brothers – Base Bid	$608,024.12
Pavement Management – Base Bid	$754,079.20
Engineer Estimate – Base Bid	$742,783.32
Vance Brothers – Alt 1	$34,922.16
Pavement Management – Alt 1	$42,266.90
Engineering Estimate – Alt 1	$76,832.00
Vance Brothers – Alt 2	$19,676.84
Pavement Management – Alt 2	$21,676.84
Engineering Estimate – Alt 2	$45,016.92
Vance Brothers – Total	$662,623.12
Pavement Management – Total	$817,934.00
Engineering Estimate – Total	$864,632.24

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-118 – Construction Agreement for Parking Lots & Trails Sealing 2021

MEETING DATE
March 15, 2021

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
CB2021-118 Ordinance; Bid Tabulation, Construction Agreement, Location Maps

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a construction agreement with Pavement management LLC for the Parking Lot and Trails Sealing 2021 in the amount of Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52).

BACKGROUND
Preventative maintenance is key to pavement longevity. Part of this preventative maintenance strategy is sealing of lower use asphaltic pavements such as parking lots. City staff annually evaluates the conditions of the City parking lots to determine which areas need sealed.

The sealing process recommended will prevent further loss of volatiles and aggregate in the existing asphalt while protecting it from oxidizing. City owned lots are broken down into 3 groups based on a 3-year life cycle of parking lot sealing material. The lots studied this year were structurally sound, just in need of a seal course. City staff prepared bid documents and followed the City's procurement policy for advertising. One company submitted bids (see attached Bid Tabulation), that were opened on February 23, 2021. Pavement Management LLC was the low bidder and their bid was below the Engineer's estimate.

FUNDING SOURCE
These payments are included in the FY 2020-21 in the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

COUNCIL BILL NO. 2021-118 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Pavement Management LLC for Parking Lots and Trails Sealing 2021 in the amount of Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52) for the Parking Lots and Trails Sealing 2021 project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the construction agreement between the City of Joplin and Pavement Management LLC in the amount of Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52) for the Parking Lots and Trails Sealing 2021 project, 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 exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Transportation Sales Tax Fund appropriations have been approved in the FY 2020-2021 City Budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Account to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

2021 Frisco Trail Parking Lot



2021 Health Department



2021 Schifferdecker Parking Lots



BID TABULATION

PROJECT: Parking Lot and Trail Sealing 2021

DATE OF BID OPENING: February 23, 2021

CONTRACTOR	BID
Pavement Management	**$38,929.52**
Engineer's Estimate	**$55,613.60**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND PAVEMENT MANAGEMENT LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Pavement Management LLC Address: PO Box 273 Lee's Summit, MO 64063	
Attention: Dakota Rusk		Attention:	
Department: Public Works – Engineering		Phone: (816) 246-5200	Fax: (816) 246-5210
Phone: (417) 624-0820	Fax: (417) 625-4738	Parking Lots and Trails Sealing 2021	

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:

Parking Lots and Trails Sealing 2021

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 90 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 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52) 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 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 Thirty-Eight Thousand Nine Hundred Twenty-Nine and 52/100 Dollars ($38,929.52), 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: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

COUNCIL BILL NO. 2021-119 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, 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.

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 Parks and Stormwater Sales Tax fund.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-119

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax fund 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 2021-119 – approving a construction agreement with G&G Construction Company Inc. for construction of the 10th and Chestnut Culvert Replacement project.

MEETING DATE
March 15, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary, Agreement, CB2021-119

REVIEWED BY
Director of Public Works: David K. Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with G&G Construction Company Inc., in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project.

BACKGROUND
The "Old Willow Branch" system is one of the oldest storm sewer systems in the City. This expansive system runs through the heart of downtown Joplin and together with the "New Willow Branch system" collectively attenuates the 25-year storm to significantly reduce the frequency of flooding. Due to its advanced age, the 100+ year old "Old Willow Branch", has been particularly vulnerable to deterioration. The culmination of the repeated stress in passing various rain events over its lifetime has resulted in the structural failure of a section of the system at 10th and Chestnut, where the existing 8'x 3' (inside dimensions) Reinforced Concrete Box (RCB) buckled and fractured under the weight of a mini skid steer which had been driven over it by a roofing contractor working in the area. The top of the failed box in this section also served a dual purpose as a sidewalk for pedestrians and residents in the area.

Following the culvert failure, the public works department temporarily patched the collapsed section of the culvert with a steel plate. City staff then acquired survey data for the storm sewer system in the area and developed the in-house design plans for the replacement of approximately 226 linear feet of the failed RCB with a box of a similar size. The plans also call for the replacement of 4 inlets connecting to the box along Chestnut as well as sidewalk and ADA ramp installation work. In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the 10th and Chestnut Culvert Replacement project was advertised on February 7, 2021. Seven proposals were received, and bids were opened on March 2, 2021 with G&G Construction Company Inc. selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE

These payments are included in the FY 2020-21 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2021-119, approving a construction agreement with G&G Construction Company Inc. in the amount of Two Hundred Eleven Thousand Eight Hundred Twelve and 58/100 Dollars ($211,812.58) for construction of the 10th and Chestnut Culvert Replacement project on first reading.

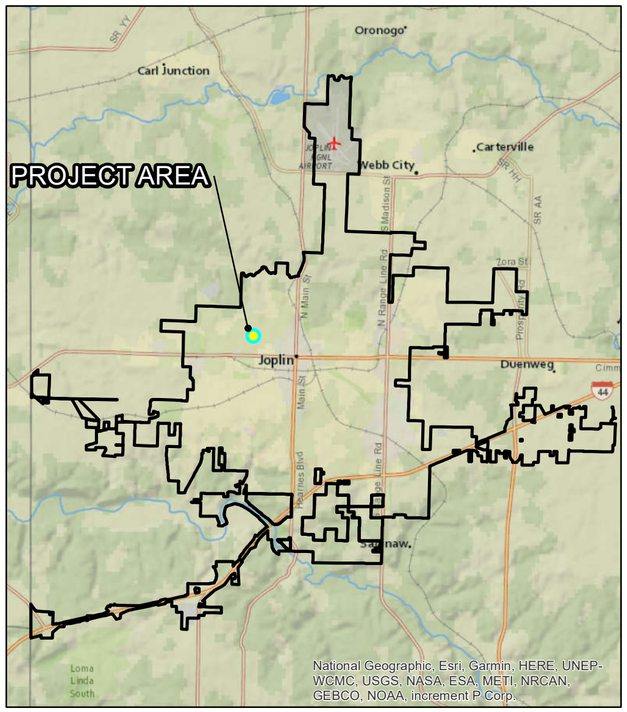
10th and Chestnut Culvert Replacement

CHESTNUT

10TH

CONNOR

- Inlets to be Replaced
- Existing Storm Sewer to be Replaced
- joplin_streets
- ADA Ramp to be Replaced
- Proposed Area for Improvements
- parcels



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AGREEMENT
BETWEEN
CITY OF JOPLIN AND
G&G CONSTRUCTION COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company Inc. Address: 641 E. Java CARTHAGE, MISSOURI 64836	
Attention: David Hertzberg		Attention: Curtis Garner	
Department: Public Works - Engineering		Phone: 417-358-7898	Fax:
Phone: 417-624-0820 ext 530	Fax:	10th and Chestnut Culvert Replacement (TS0601)	

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:

10th and Chestnut Culvert Replacement (TS0601)

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 90 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 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Eleven Thousand Eight Hundred Twelve and 58/100 ($211,812.58) dollars 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 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 Eleven Thousand Eight Hundred Twelve and 58/100 ($211,812.58) 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: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

BID SUMMARY

PROJECT: 10th and Chestnut Culvert Replacement

DATE OF BID OPENING: March 2, 2021 10:00 A.M.

Contractor	Bid
Engineer's Estimate	$341,466.00
G & G Construction	**$211,812.58***
B3 Contractors	$232,825.00
D & E Plumbing and Heating	$233,083.00
Branco Enterprises	$249,650.00
Jeff Asbell Excavating	$251,647.05
Goins Enterprises	$264,289.25
Sprouls Construction Inc.	$297,864.00

*Corrected for Scribner's error

COUNCIL BILL NO. 2021-120 **ORDINANCE NO**

AN ORDINANCE approving a purchase order for One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00) with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That a purchase order to Ace Pipe Cleaning, Inc., in the amount of One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00) for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said Purchase Order 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 or his designee, is hereby authorized and directed to execute said purchase order described in Section 1 of this Ordinance for 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 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 the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-120

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

PURCHASE ORDER EXHIBIT FOR WORK ORDER NO. 2021-01
2021-2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
8.00	1	LS	Mobilization for MH to MH CIPP (Ea. WO)	$ 8,000.00	$ 8,000
8.01	13,068	LF	8" Dia. CIPP (6 mm Liner Thickness)	$ 26.25	$ 343,035
8.03	292	LF	10" Dia. CIPP (6 mm Liner Thickness)	$ 28.25	$ 8,249
9.00	1	LS	Mobilization for CIPP Point Repair (Ea. WO)	$ 2,000.00	$ 2,000
9.01	6	EA	8" Dia. CIPP Point Repair	$ 1,600.00	$ 9,600
13.00	1	LS	Mobilization for Trenchless LCR (Ea. WO)	$ 2,500.00	$ 2,500
13.01	35	EA	Trenchless LCR Setup Per Manhole to Manhole Segment	$ 500.00	$ 17,500
13.02	146	EA	Ambient Steam Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,375.00	$ 200,833
20.00	1	LS	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Ea. WO)	$ 1,100.00	$ 1,100
20.03	8	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	$ 2,000.00	$ 16,000
20.04	400	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	$ 120.00	$ 48,000
20.09	8	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,075.00	$ 24,600
20.10	225	LF	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 165.00	$ 37,125
20.15	9	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	$ 4,400.00	$ 39,600
20.16	206	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 250.00	$ 51,500
20.20	264	LF	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf	$ 82.75	$ 21,846
20.23	10	LF	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway	$ 110.00	$ 1,100
20.26	31	LF	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement	$ 155.00	$ 4,805
22.00	1	LS	Mobilization for Open Cut Lateral Sewer Line Work (Ea. WO)	$ 675.00	$ 675
22.02	26	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	$ 2,575.00	$ 67,362
22.05	22	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	$ 3,200.00	$ 69,760
22.08	17	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	$ 5,175.00	$ 90,252
22.10	11	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	$ 675.00	$ 7,115
22.42	200	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	$ 57.00	$ 11,400
22.45	100	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	$ 93.00	$ 9,300
22.48	50	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	$ 114.00	$ 5,700
23.00	1	LS	Mobilization for Installation of New Manholes (Ea. WO)	$ 675.00	$ 675
23.04	3	EA	4' Dia. Manhole Under Alleyway, Up to 8' Deep	$ 5,000.00	$ 15,000
24.13	100	CY	Disposal of Lead Contaminated Soil	$ 5.00	$ 500
28.01	2	EA	Short Duration Traffic Control for Collector or Arterial	$ 840.00	$ 1,680
			Construction Subtotal		$ 1,116,811
			Performance and Payment Bonds (1.0%)		$ 11,168
			Construction Total		$ 1,127,979



PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2021-01

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-120 - Approval of Purchase Order 2021-01 with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-120 Ordinance, Schedule of Work Order Pay Items, Bid Summary, Exhibit Map

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a Purchase Order with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of One Million One Hundred Twenty-Seven Thousand Nine Hundred Seventy-Nine and 00/100 Dollars ($1,127,979.00).

BACKGROUND
On February 16th, Council Bill No. 2021-112 was passed, approving an agreement with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project. The lowest bidder for the competitively bid contract was based on the "Conceptual Purchase Order" list of typical pay items. Now that the agreement is being fully authorized, staff are now ready to issue a purchase order with Ace for work identified in a basin in which smoke testing was performed last year. The reconstruction of those identified defects is contained within the work order accompanying this purchase order (see the attached exhibit for scope and a map of the work area). All work under this contract will be funded by the City's Sanitary Sewer Rehab Fund No. 415-4542-540-8675.

FUNDING SOURCE
FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

BID SUMMARY

PROJECT: 2021-2023 Evaluation and Rehabilitation Toolbox
for
Wastewater Collection System

DATE OF BID OPENING: January 13, 2021 @ 11:00 am

CONTRACTOR	ALTERNATE BID
Ace Pipe Cleaning, Inc.	$2,419,037.11
Visu-Sewer of Missouri, LLC	$2,848,087.46
Engineer's Estimate	$2,540,000.00

COUNCIL BILL NO. 2021-121 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00), a true and accurate copy of said work authorization 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 work authorization, or work authorization 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 work authorization, 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 Wastewater Funds.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-121

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the Work Authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-121 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
Exhibit Map; CB 2021-121 Ordinance; Work Authorization AMA-OC21-007

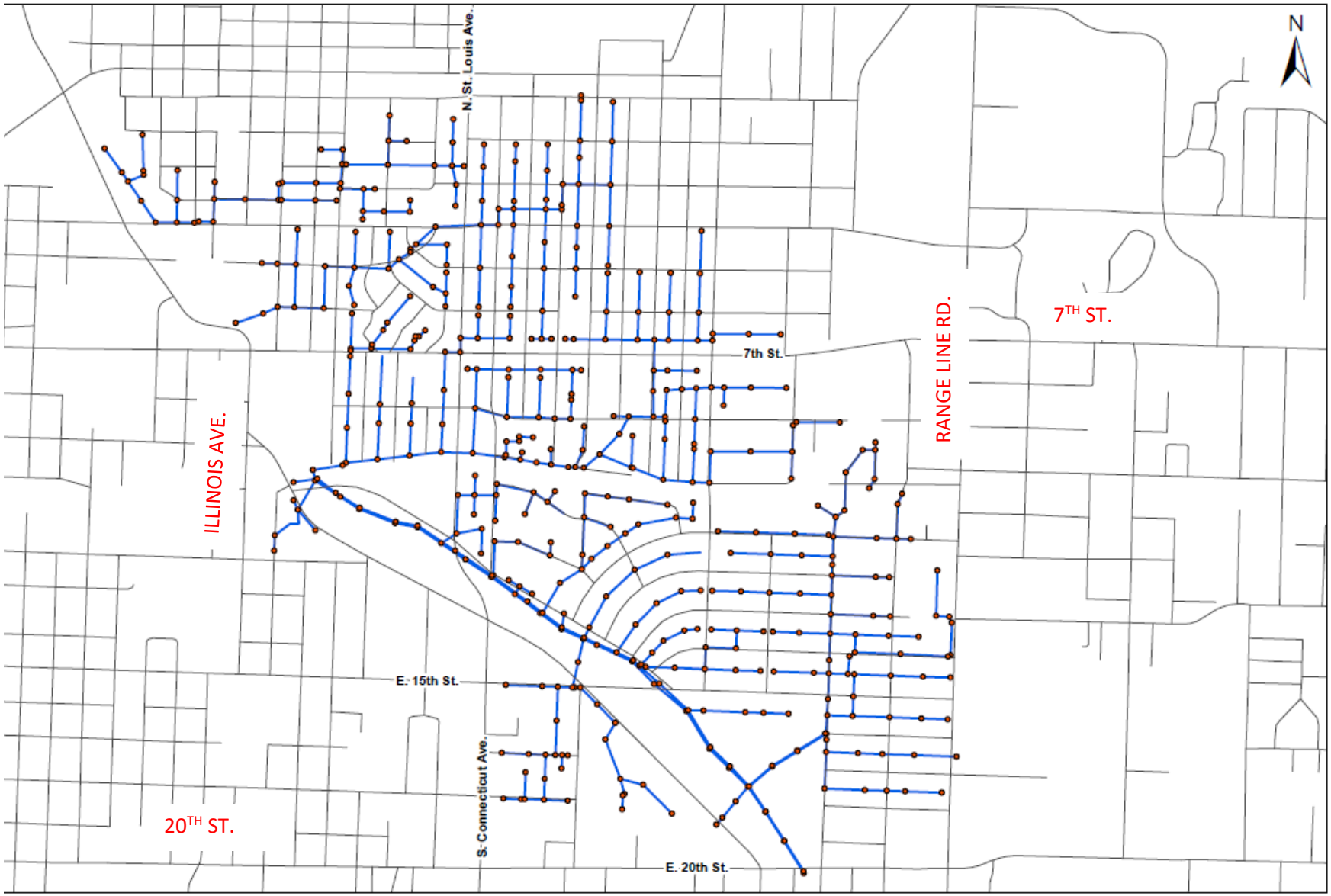
REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Wastewater Collection System Rehabilitation Toolbox Project in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00).

BACKGROUND
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On May 18, 2020, Council approved the previous Work Authorization (WA) with AMA for supporting City staff in the planning and construction administration of Ace Pipe Cleaning's last work order under the previous multi-year evaluation and rehabilitation contract. Additionally, AMA's previous WA contained scope and fees for bidding out the new 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System. (Council approved the first reading of this contract with Ace Pipe Cleaning on February 16th of this year.) Under this new WA, AMA will perform the same types of activities mentioned above, namely, planning, developing and managing collection system rehabilitation work under the new contract with Ace Pipe Cleaning. AMA will also supply information to City staff for periodic inflow-and infiltration reports to the State. Staff prepare three such reports each year, two pertaining specifically to removing inflow and infiltration (I&I) within the collection system, and one annual progress report pertaining to the City's Abatement Order on Consent (AOC). AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2020-2021 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.



COUNCIL BILL EXHIBIT MAP – Eastmorland Basin

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Rehab Toolbox Project Management - WO 2021-01	

WORK AUTHORIZATION NUMBER AMA-OC-021-007
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement Dated January 21, 2021.

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit A*.

2. Addition to Services. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

4. Costs not to Exceed. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-021-007 exceed the sum of Ninety-Seven Thousand, Five Hundred Dollars ($97,500.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer 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 Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question 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, Joplin, MO 64801; and

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, 2021, 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 Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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. Engineer 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 Engineer, its employees, officers or agents. Engineer 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer 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.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work 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.

g. 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 Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer'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.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

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 therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: March 2, 2021

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC21-007 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the WW Collection System Rehabilitation Toolbox WO 2021-01)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2021-01 and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2021-01 but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2021-01 associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.2.9 Gather data, evaluate the operational capabilities of up to 2 lift stations within the City of Joplin collection system, and recommend improvements to said lift stations, as determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings

with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and

prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Engineering Services anticipated through a period ending July 31, 2022. Construction Services related to Ongoing "Toolbox" work anticipated through July 31, 2022.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: “RATE SCHEDULE 2021, 2022, 2023”; with a total

compensation ceiling of $97,500, as set forth in Work Authorization Number **AMA-OC-21-007** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5)	$40,500
Future Rehabilitation Project Planning and Development (Paragraph 1.1.3.1.4)	$29,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6)	$12,000
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7)	$8,000
Resident Project Representation, as requested (Paragraph 1.1.3.1.8)	$8,000
Total Estimated Maximum Fee – All Standard and Additional Services	$97,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2021-404– approving a professional services agreement between The City of Joplin and UP Development Planning, LLC (Urban Partners) to conduct the 2021 Comprehensive Housing Market Analysis.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
March 15, 2021

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

SUMMARY;
The following agreement is between the City of Joplin and Urban Partners for professional services related to performing a comprehensive housing market analysis to better assess the current market conditions and future housing needs in the City of Joplin.

Six proposals were received as a result of a Request for Proposal (RFP) process. The consultant selection committee independently scored responses. The top two firms were interviewed and ranked based in responses and interviews. Based upon the selection committee recommendation, negotiation commenced on draft agreement and the mutually agreed upon draft is attached.

This agreement, for the amount of $39,732.00, with Urban Partners requires the firm to conduct the 2021 Comprehensive Housing Market Analysis to meet the scope of work outlined in the RFP in addition to the services proposed in Urban Partners' response to RFP which is attached to the agreement as Exhibit B. Work will commence no later than one week from the agreement date. Project completion will occur in the timeline submitted by respondent in the RFP of approximately 139 days, unless additional time is determined to be necessary and approved by the City.

BACKGROUND;
RFP was drafted and advertised with a scope of work in consideration of current and potential initiatives related to economic development, neighborhood improvement and health, as well as current and future housing market gap and affordability analysis. A steering committee will be assembled to assist in the final direction and input for the study at initiation and milestones in the process.

FUNDING SOURCE
This Council Bill provides exactly Thirty-Nine Thousand Seven Hundred Thirty Two Dollars and Zero Cents ($39,732.00) from HOME Investment Partnership Program Grant M20DC290209, with no additional costs to the City.

RECOMMENDATION

Staff recommends approval of this Council Bill.

ATTACHMENTS

CB 2021-404, Agreement

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and UP Development Planning, LLC, whose address is 123 S Broad Street, Suite 2042, Philadelphia, Pennsylvania 19109, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm to provide services to conduct a 2021 Comprehensive Housing Market Analysis for the City.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Consultant agrees to diligently perform in a professional and workmanlike manner, a Comprehensive Housing Market Analysis for the City of Joplin. The scope of the report will meet the requirements of the City, as outlined below, including, but not limited to, the following:

1. Describe the explicit methodology that will be used for determining all items listed in this scope of services. A description of any models or similar approaches upon which final recommendations will be made will be considered.

2. Quantify current housing market conditions for owner-occupied and rental market sectors, utilizing primary and secondary research methods including but not limited to: one-on-one interviews with primary sources (major employers, developers, builders, realtors, City staff), housing vacancies, wait lists, MLS data, prospect traffic levels, Census data, assessor's data, building permit data and other appropriate measures.

3. Develop population and household estimates & projections for each of the affected urban neighborhood or blockgroup. The results of other housing studies that were performed before and after the 2011 tornado will be provided by request. A comparative index of neighborhood health indicators to the extent of data available is encouraged.

4. Required to identify information on the number of units, rental rates, sale prices, accessibility, unit and home size, features and amenities of current housing stock. A substantial portion of the area's rental stock is non-conventional single-family conversion rental properties. Survey and analysis of non-conventional rental stock is strongly encouraged.

5. Determine reasonable rates of absorption for replacement housing programs including short-, mid-, and long-term housing demand estimates by income levels and price point of housing stock.

6. Identify the number of units that have been, or potentially will be, removed and not replaced.

7. Identify strategies, approaches, and recommendations for satisfying the identified housing needs.

8. Estimate the demand for rental and owned units based on income including recommendations on how which type of developments/programs can meet this demand.

9. Identify specific areas of the City to focus redevelopment and housing replacement efforts.

10. Identify general location (Census Block Group level detail at minimum) where new housing developments may be appropriate.

11. The Consultant shall provide professional quality deliverables in an electronic format, including the use of readable and useful charts, graphics and tables.

The above-mentioned Scope of Services shall also reference and require, at a minimum, the services proposed in attached January 17, 2021 Proposal: Comprehensive Housing Market Analysis Joplin, MO as submitted by Urban Partners and attached here to as Exhibit B.

ARTICLE II - AGREEMENT TIME

1. This Agreement becomes effective on the day and year last shown below. Work shall commence no later than one (1) week from the Agreement date, with the intent of completing the project within 139 days from this date, unless, with the agreement of both parties, additional time is determined necessary.

2. Both parties shall have the right to terminate this Agreement upon ten (10) days' prior written notice by Certified Mail, Return Receipt Requested, to the address mentioned above. Upon written termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE III - GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with HOME Investment Partnership (HOME) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnership Program (HOME)) including subpart H of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 92.352 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. 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.

F. 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.

G. 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.

H. The Consultant shall prosecute the work in a diligent manner.

I. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

J. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Consultant, any fee, commission, gift or contingent fee.

K. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

L. Possession of working papers, project reports, and other materials produced in connection with this Agreement shall be retained by the Consultant for at least five years beyond the date on which this agreement is fulfilled or otherwise terminated. Consultant shall provide copies for City of such records upon request. Consultant understands and agrees that the City of Joplin is a public governmental body as defined under Chapter 610, RSMo., and as such, any records in the possession of the City or the Consultant with regard to this contract may be open to the public. Consultant understands and agrees that City shall not be liable for the release of any such records as required by law. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability to Consultant. Consultant shall retain ownership in its databases, computer software and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the services shall remain the property of Consultant to the extent provided by law.

M. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

ARTICLE IV - COSTS AND PAYMENTS

1. The City shall pay Consultant for completion of project for the professional fee of exactly:

$ 39,732.00 (Thirty Nine Thousand Seven Hundred Thirty Two dollars and zero cents)

2. The City reserves the right to exercise the option for a periodic update to the study according to the Consultant's proposal for the professional fee of exactly:

   $7,500.00 (Seven Thousand Five Hundred dollars and zero cents)

ARTICLE V – INVOICING AND PAYMENTS

1. The City shall pay the consultant as follows:

   a. The City shall make payment thirty (30) days after receipt of an invoice for work performed or materials supplied the previous month.

   b. With any invoice, the Consultant shall submit evidence satisfactory to the City that the goods or supplies have been delivered, or that the work has been completed. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.

   c. If for any reason the City makes a payment under this Agreement in error, the City may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.

2. 2. All payment will be submitted to the address below:

   Accounts Receivable
   UP Development Planning, LLC
   123 S. Broad Street, Suite 2042
   Philadelphia, PA 19109

3. Identify the check as – 2021 Joplin Comprehensive Housing Study

4. Consultant's invoices are due upon completion of work.

ARTICLE VI – STANDARD OF PERFORMANCE

1. The Consultant shall exercise the same degree of care, skill, and diligence in performing the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the services.

2. Notwithstanding anything to the contrary herein, Consultant shall not be responsible for

the failure of any consultant, contractor, subcontractor, vendor or other Project participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to Owner or to comply with federal, state or local laws, regulations, and codes.

ARTICLE VII - INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and indemnify the City, its officers, agents and employees from and against any and all judgments for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, to the extent arising out of Consultant's negligence in the performance of services under this Agreement.

2. The Consultant shall maintain workers' compensation insurance as required by Missouri law, and shall maintain a policy of general liability insurance with combined limits of at least $1,000,000.00.

3. Consultant and City waive all rights against each other for damages covered by property insurance during and after the completion of the services.

ARTICLE VIII – GUARANTY OF FEDERAL WORK AUTHORIZATION PROGRAM

1. Consultant agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all 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, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin.

2. Consultant agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City.

3. Consultant agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Consultant does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. (Exhibit A)

4. Consultant agrees to hold harmless and indemnify the City for any liability due to Consultant's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

ARTICLE IX - MISCELLANEOUS

1. CHOICE OF LAW. 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, or the

United States District Court for the Western District of Missouri.

2. 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.

3. 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.

4. WAIVER OR BREACH. 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. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

This Agreement may also be terminated for convenience by either the City or the Consultant, 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 City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

6. 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.

7. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

N. CERTIFICATES. In the event that City requests Consultant to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Consultant for review at least fifteen (15) days prior to the requested date of execution. Consultant shall not be required to execute any certificates or documents that in any way would, in Consultant's sole judgment: (a) increase Consultant's legal or contractual obligation or risks; (b) require knowledge, services or responsibilities beyond the scope of this

Agreement; or (c) result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain.

ARTICLE X - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Consultant and the City 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 Sub recipient with respect to this Agreement.

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

_____

Isaac Kwon
UP Development Planning, LLC
Principal

Date: _____

ATTEST:

_____

Name: _____

Title: _____

FOR THE CITY

_____

Troy Bolander,
Planning, Development & Neighborhood Services

Date: _____

ATTEST:

_____

Thomas Walters,
Planning, Development & Neighborhood Services

_____

Exhibit A

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Insert Name) and I am the _____(Insert Title) of _____ (Insert 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 _____, 2021.

_____
Notary Public

My commission expires:

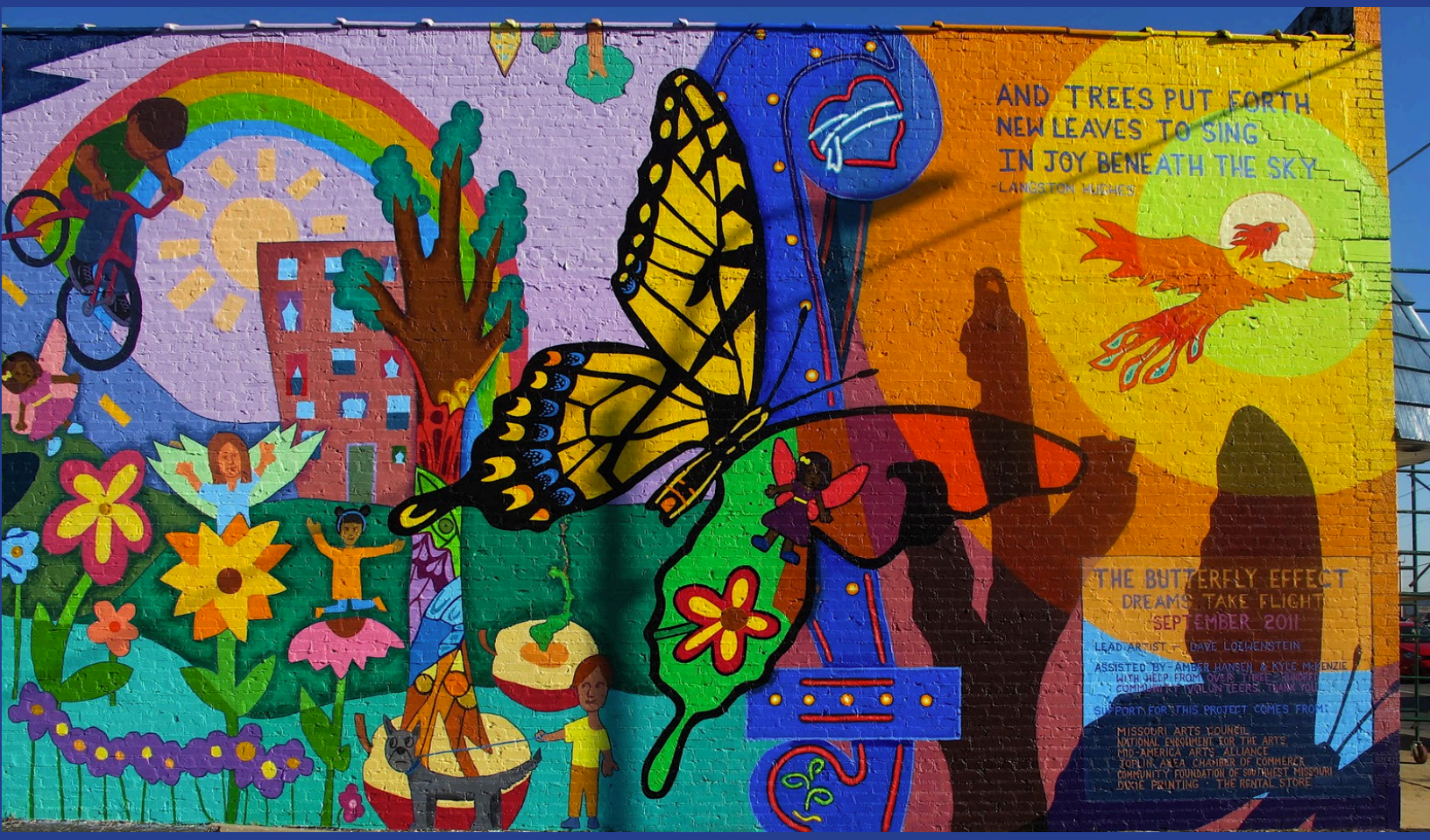
_____

Exhibit B

Proposal to Perform a Competitive Housing Market Analysis for Joplin, Missouri

CITY OF JOPLIN MISSOURI

Proposal: Comprehensive Housing Market Analysis
Joplin, MO



Proposed by:

URBAN PARTNERS

123 S. Broad Street, Suite 2042
Philadelphia, PA 19109
www.urbapartners.us
215-829-1901

February 8, 2021

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1.0 Cover Letter

Mr. Thomas Walters
Community Development Planner
Planning, Development & Neighborhood Services
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Comprehensive Housing Market Analysis

Dear Mr. Walters:

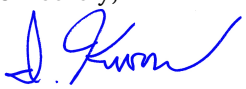
Urban Partners is pleased to submit the following proposal for the development of the Comprehensive Housing Market Analysis for the City of Joplin. Urban Partners is a Philadelphia-based community and economic development consulting practice with a 41-year track record of providing high quality services to our clients. The team members assembled for this project are leading national experts that have successfully completed numerous housing market analyses and planning initiatives in various communities that are similar in size and character as Joplin.

In the last decade, we've completed housing analyses for communities in Indiana (currently working in the City of Valparaiso), Ohio, Florida, Delaware, Kentucky, Georgia, Virginia, and Pennsylvania, and the desired outcomes of this project are very similar to the assignments recently completed by Urban Partners. But we are more than number crunchers—we also possess a wide range of planning, economic development, and real estate development experience, often bridging the gap between academic studies completed by public entities and the on-the-ground experience of the development community. Our team has the technical skills to assess and formulate strategies to attract different types of residential development (e.g., workforce housing, market-rate, income-restricted affordable, age-restricted senior housing, and others).

We are responsive to a community's needs and priorities and we structure, prepare, and design plans and studies accordingly. We strive to produce documents that people will want to pick up and read—reports that inspire people, help them think about their community in new ways, motivate them to participate, get them excited about the future of their community, and that are positioned for implementation.

Please let me know if you have any questions about the Urban Partners team or our approach to this project. I can be reached directly at (215) 829-1901 or ikwon@urbanpartners.us and I look forward to speaking with you.

Sincerely,



Isaac Kwon
Principal
Urban Partners

2.0 Executive Summary

Our understanding of this assignment is that the City of Joplin wishes to complete a data-driven study to help inform decision makers, stakeholders and community leaders a basis for formulating housing priorities, policy alternatives, and intervention strategies. Having successfully completed housing market analyses and planning initiatives in numerous communities throughout the country, Urban Partners understands the challenges of sustaining a vibrant housing market in a community comprised of varying local conditions and diverse sets of housing stock.

Seminal questions that the Housing Market Analysis will address include:

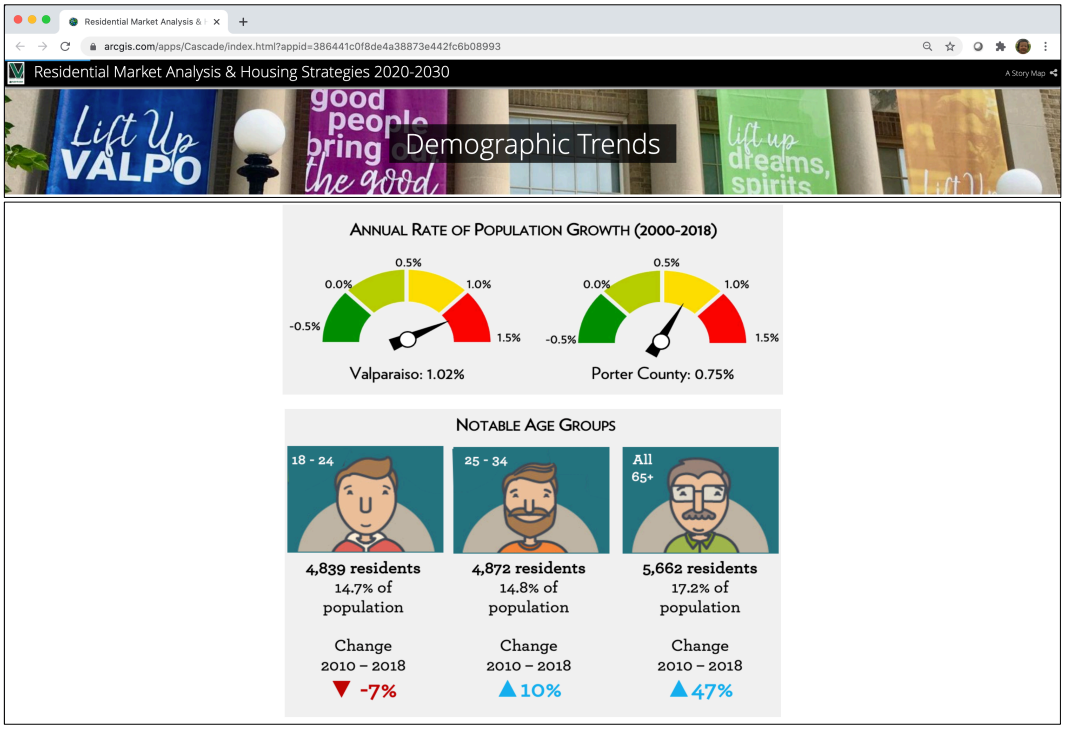
- What is the current status of post-tornado recovery of the housing stock, in terms of replacement of damaged homes and persistence of abandoned properties?
- Based on socio-demographic trends, as well as economic and population forecasts, what are Joplin's current and 20-year housing needs, broken into five-year increments?
- Based on the age and quality of current housing stock, what are cost-effective strategies to position established neighborhoods to compete with new construction in the local market? What strategies might be implemented to address identified deficiencies in the maintenance and repair of both owner-occupied and privately owned rental properties?
- Are there sufficient quantities of housing types that can support employers attract and recruit highly-qualified talent to the City?

Answering these questions based on real-time data and on-the-ground market conditions will provide an accurate snapshot of the City's housing market and help shape the policy discussions in the strategy recommendations portion. It is evident from the stated goals in the RFP that this study needs to go well beyond mere number crunching. We believe that it is absolutely crucial for the City of Joplin to hire a consultant team that has both the data management/analytical expertise as well as broad-based planning and economic development backgrounds from which we can skillfully craft the housing strategy recommendations. The Urban Partners team—

comprised of nationally regarded community/economic development specialists and housing market analysts—checks off all these boxes and will deliver high-quality results to the City of Joplin.

Distinguishing Characteristics of the Urban Partners Team:

- We have completed a vast array of market analysis and economic development strategies that go far beyond research and quantitative analysis—**our strategies serve as detailed blueprints for communities** to realistically consider their assets and opportunities for growth, to exploit their competitive advantages and to understand the required next steps involved in moving forward.
- We position our clients to **replicate our analytical methodology for future updates**. We do not assert trade secrets or proprietary techniques for housing market analyses. At the client's request, we can provide periodic updates of our analysis in a cost-effective manner.
- Each staff member mobilized for this study has decades of **public engagement experience,** often in under-resourced communities. We skillfully conduct public meetings and smaller focus groups; prepare resident surveys; and make presentations to council meetings, neighborhood groups, and housing/economic development entities.
- We pay careful attention in presenting technical information in ways that can be **easily understood by a diverse audience.** We believe that the Housing Market Analysis is first and foremost a public document, and therefore its "readability" should not be considered an afterthought. Urban Partners has also utilized project websites and *ESRI Story Maps* to present the report to the public.



ESRI Story Map prepared for the Valparaiso Residential Market Analysis & Housing Strategies (click link).

3.0 Company Background

Urban Partners is a national community and economic development consulting firm that assists public, private, and non-profit clients plan and implement feasible development and revitalization efforts. Since 1980, our attention to market and economic realities has helped clients complete an extensive portfolio of revitalization and development projects. Our work includes community-wide plans, district-based strategies, site specific assessments, and cultural/community facility feasibility. We provide sound real estate market analysis to identify the realm of alternatives and detailed fiscal/economic analysis to establish the long-term requirements of project development and sustainable operation.



Housing Market Analysis & Strategy

We prepare detailed analyses of housing markets that include supply and demand analysis, forecasting of future housing needs, incentive programs to provide unmet demand, and affordable housing needs analysis. Our work usually involves the engagement of community stakeholders in formulating housing priorities. We also assist specific housing developments in identifying target markets and planning production strategies.



Market Research/Feasibility Analysis

We create specialized economic development strategies for projects having complex development needs, including military bases, hospital complexes, and properties with significant environmental remediation needs. We undertake comprehensive studies, recommend viable development alternatives, identify economic/fiscal impacts of development schemes, and assist in securing developers and project financing.



Downtown & Commercial District Revitalization

We develop overall revitalization strategies for entire downtowns and commercial districts, create site-specific economic development strategies, and assist in the implementation of our recommendations. Our experience involves retail, office, residential, entertainment, lodging and cultural activities – as well as supportive uses such as parking, circulation, infrastructure and streetscape.



Community Planning & Municipal Assistance

We have a strong commitment to working with community development corporations, public agencies, and institutional partners on neighborhood revitalization issues. We create community master plans, identify specific projects, perform market and financial feasibility analysis, and structure the creative and workable financing strategies necessary to move complex urban development projects from conception to completion.



Cultural Heritage Economics

We assist cultural institutions, heritage areas, and recreational facilities in planning, financing, and implementing development projects and supportive programmatic activities that serve their mission and contribute to the tourism economy. We conduct economic impact analyses of cultural tourism activities that demonstrate the far-reaching impact of special exhibitions, festivals, and permanent arts, heritage and recreational programming on a region.



Smart Growth/Regional Planning

We are very active in transit-oriented development projects, cooperative regional planning efforts, and other smart growth initiatives that concentrate development in established urban areas, minimize sprawl development, and protect open space resources. Our services include policy tools such as transfer of development rights and other programs that facilitate implementation of sustainable development activities.

Staffing Plan

Each of the staff members featured below are available for the task hours required to complete this project in six (6) months assuming a start date of April 1, 2021.



Project Manager
Principal

- Isaac Kwon, Principal, will serve as Project Manager and will coordinate day-to-day activities of the project and be a point of contact for the City of Joplin. Isaac brings 20 years of experience in community/economic development and neighborhood-based planning. In the last several years, Isaac served as the project manager for most of the firm's recent housing market analyses, including the Citywide Comprehensive Housing Needs Study in St. Cloud, FL; Downtown Comprehensive Housing Needs Study in Cleveland, OH; Housing Demand Study in Lexington, KY; the Rental Housing Needs Assessment in Newark, DE; and numerous market analysis and economic development initiatives in Pennsylvania, New Jersey, Virginia, and Ohio.

  Prior to joining Urban Partners, Isaac served nearly a decade as a real estate developer for community-based development organizations in the City of Philadelphia. Isaac received his Bachelor of Arts degrees from the University of California, Los Angeles (UCLA) and is a graduate of the University of Pennsylvania with a master's degree in City and Regional Planning.



Supporting Staff
Principal

- Christopher A. Lankenau, AICP, Principal, will help manage this project and complete the analytical work alongside Isaac. Chris is an experienced city planner and economic development specialist having guided dozens of projects for the firm, including the Residential Market Analysis for the City of Valparaiso, IN (in progress). Other project management experience includes the Hagerstown City Center Plan, an economic development strategy for the East End of Pittsburgh, and a real estate market analysis/master plan for Downtown Erie. His current work focuses on community revitalization and economic development in both commercial and residential areas, including real estate market analysis, demographic analysis, and fiscal impact analysis, as well as economic feasibility analysis for adaptive use and new development projects. Chris also has experience in community outreach, transportation planning, and land use planning. Chris is a graduate of Michigan State University with a master's degree in Urban and Regional Planning.



Supporting Staff
Founding Partner

- James E. Hartling is a Founding Partner of Urban Partners and has served as partner-in-charge for most of the firm's downtown, neighborhood revitalization and economic development projects in Philadelphia, Hartford, Trenton, Camden, Pittsburgh, Baltimore, Cleveland, Miami, Newark and many other communities in the Mid-Atlantic and the Southeast. He has led the firm's efforts for the Hoboken, NJ Waterfront, the Piedmont Mall in Danville, VA; the Society Hill Sheraton Hotel and the Strawberry Square Shopping Center in Philadelphia. Jim served many years as a lecturer at the University of Pennsylvania, holds the position of

Vice Chairman of Entrepreneur Works, and serves on the advisory board of the Philadelphia Local Initiatives Support Corporation. Jim received his A.B. from Princeton University in Mathematics and his master's degree and predoctoral degree in planning from the University of California at Berkeley.

Please see **Appendix 1** for detail bios for each staff member shown above.

EXPERIENCED TEAM

The Urban Partners team members possess over 80 years of combined experience in stakeholder engagement working in communities with similar socio-economic characteristics as Joplin.

We provide multiple ways for residents and community stakeholders to learn about the project and provide valuable input.







4.0 Company Prior Experience

Relevant Experience & References

The following projects are similar housing study projects completed on-time and within the budget allocated by the Urban Partners team (see **Appendix 2** for detailed project sheets)

- Residential Market Analysis and Housing Strategy (Valparaiso, IN)
- Lexington Fayette County Housing Market Demand Study (Lexington, KY)
- Citywide Housing Study (St. Cloud, FL)
- Downtown Cleveland Housing Demand Analysis (Cleveland, OH)
- Rental Housing Needs Assessment (Newark, DE)
- PHFA Homeownership Choice Program Assessment (Harrisburg, PA)
- Mt. Washington 10-Year Housing Plan (Pittsburgh, PA)

Below is a list of references for work previously completed by Urban Partners:

1. **Beth Shrader**
   Director of Planning & Transit, City of Valparaiso
   (219) 462-1161 x 3331 • *bshrader@valpo.us*
   Project: **Residential Market Analysis and Housing Strategy** (in progress)

2. **Chris Woodall, AICP**
   Long Range Planning Manager
   Division of Planning, Lexington-Fayette Urban County Government
   (859)258-3231 • *cwoodall@lexingtonky.gov*
   Project: **Lexington-Fayette County Housing Demand Study**

3. **Michael Deemer**
   Executive Vice President, Downtown Cleveland Alliance
   (216) 736-7799 • *mdeemer@downtowncleveland.com*
   Project: **Downtown Cleveland Housing Study**

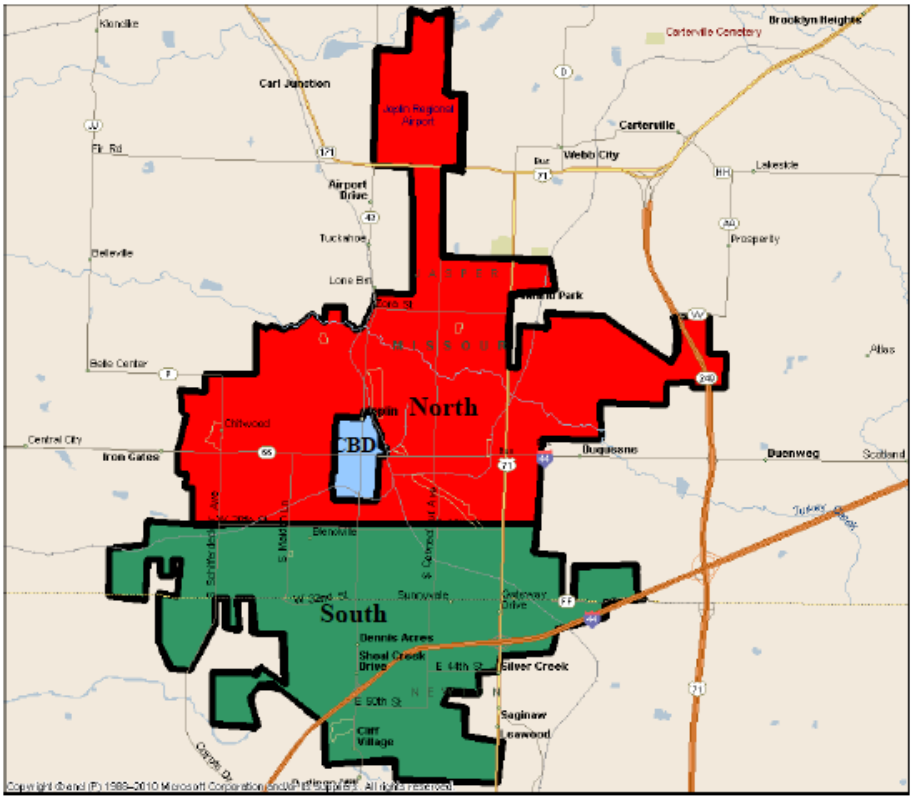
5.0 Scope of Services

Phase 1: Kick Off & Background Analysis

Task 1: Kick Off Meeting

We will hold a project initiation meeting with the Project Steering Committee convened by the City. The purpose of this meeting would be to: 1) confirm the project schedule for deliverables and meetings with the Project Steering Committee; 2) identify all pertinent data, documentation, and reports about the residential markets within Joplin; 3) identify key stakeholder interview list; 4) articulate individual and collective expectations; and 5) clarify issues of importance to Project Steering Committee members that should be considered in the execution of the project.

Defining the market Sub-Areas is another key discussion at this meeting. We will work with the City staff to finalize the Sub-Areas immediately following this meeting.



Potential Sub-Areas for the Housing Study

We will start with the subarea map from the previous study shown on the right and work with the City staff to adjust zone boundaries as necessary.

After establishing these Sub-Areas, we will ascertain and define a series of successively larger draw areas that are relevant in the context of the Study.

Task 2: Review Existing Plans and Documents

We will review previously completed comprehensive plans, neighborhood plans, market analyses, economic development and land use strategies to determine specific applicability to the current effort. Our review will identify pertinent information and their impact on this assignment.

Task 3: Demographic Trend Analysis

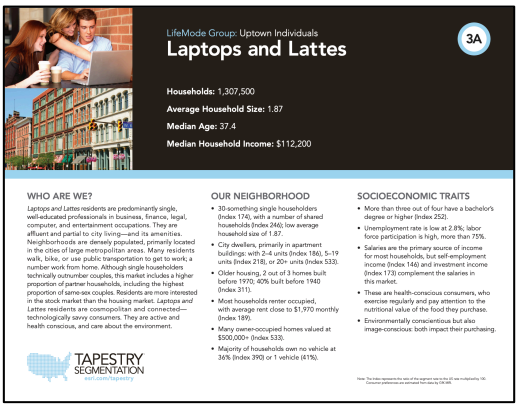
We will undertake a review and assessment of demographic trends and forecasts for the City. We will document regional, citywide, and Sub-Area-specific patterns in population, households, household composition, education, income/housing affordability, and housing occupancy/vacancy/tenure. The likely growth patterns will be analyzed based on population projections published by the Missouri Office of Administration, Division of Budget and Planning, and our own analysis of residential building permit data and future land use plans.

Additionally, we will purchase psychographic tapestry data from ESRI that will divide Joplin area consumers into sub-groups based on shared characteristics to explain and predict consumer behavior. This data will be helpful in identifying target groups and the depths of market demand for various types of housing.

ESRI Tapestry Segmentation

ESRI tapestry data is available for 14 "LifeMode" groups and additional segments in each LifeMode. Shown on the right are sample segment profiles in two of the LifeModes.





Task 4: Economic Trends Overview

We will examine current economic and business investment activity in the City, including emerging and/or declining industry sectors, migration and mobility characteristics, real estate pricing trends, etc. We will examine key employers, zones of concentrated jobs, and study the spatial mismatch of jobs and labor force that may currently exist. We anticipate that data sources for this analysis may include the U.S. Census Bureau (for Decennial Census, American Communities Survey, and Longitudinal Employer-Household Dynamics data), U.S. Bureau of Labor Statistics, Missouri Bureau of Labor Statistics, and any additional information provided by the City and members of the Project Steering Committee.

Task 5: Physical Conditions Analysis

We will conduct a physical conditions analysis for the housing stock in the City. We will use a combination of data sources and on-the-ground observations to determine areas of concern for blight and physical deterioration. Crucial to our analysis will be the City's code violation and blight determination records, along with a deep dive into the U.S. Census Bureau's vacancy reports.

According to the 2018 American Community Survey, 30% of Joplin's vacant properties are classified as "Other Vacant" which is inclusive of:

- Foreclosed properties.
- Units vacant due to the owners' preferences and/or personal situation (owner does not want to rent/sell, owner is staying with family, owner is in assisted living, etc.).
- Units vacant due to legal issues or disputes.
- Unoccupiable properties (abandoned/condemned).
- Units needing repairs before they can be sold or rented.
- Units used for storage of household furniture.

Additionally, the U.S. Department of Housing and Urban Development's Consolidated Housing Affordability Strategy (CHAS) dataset provides estimates of "housing problems" such as:

- Housing units that lack complete kitchen facilities
- Housing units that lack complete plumbing facilities

We will map these "other vacant" homes and units with "housing problems" at the Sub-Area levels and examine other relevant factors such as age of housing stock and median household income.

Task 6: Key Stakeholder Interviews

Using the contact information gathered from the Steering Committee, the Urban Partners team will conduct a series of interviews with Joplin real estate professionals and other key stakeholders—including civic organizations, major employers—to learn about their perspective on housing market and proposed initiatives or investments that could impact demand and employee retention efforts.

We are open to holding focus group meetings in groups of five or six persons, but we do not recommend large-format public meetings for this project. We are also amenable to gathering input from the general public with an online survey (we've successfully administered online residential preference surveys for numerous communities including Lexington, KY; St. Cloud, FL; Erie, PA; and Camden, NJ). A summary of comments will be produced upon the completion of the interviews.

Task 7: Steering Committee Meeting #2 (via Phone or Video Conference)

The Urban Partners team will facilitate a meeting with the Steering Committee to review the Existing Conditions Overview and to discuss the feedback received from stakeholders to date. To save time and costs for all parties involved, we propose to hold this meeting via phone or video conference.

Deliverables for Phase 1

- Summary of Existing Conditions and Preliminary Stakeholder Interview Results

***

Phase 2: Housing Market Profile

Task 8: Residential Market Analysis

Using the detailed parcel information provided by the City of Joplin, Urban Partners will perform a baseline analysis of all the residential units in the City by the following characteristics:

- Tenure
- Number of units in structure
- Year built
- Style/property class
- Size of living space, lot size
- Assessed value
- Last sale price/date
- Zoning designation
- Vacancy status

Rental Housing Market

Using a combination of census data and rental permit records that may be maintained by the City, we will perform a detailed analysis of the rental housing market for each of the Sub-Areas.

Rental Market Analysis Methodology:

1. *Develop a comprehensive inventory.*
2. *Perform detailed analysis of market segments by geography, including income-restricted homes.*

We will start with a comprehensive inventory of rental housing:

- Housing units by housing types (traditional multi-family, as well as non-conventional single-family rental conversions).
- Segmentation of rental housing into types:
  - Market rate units (i.e., non income-restricted, or subsidized), including homes in the workforce segment (affordable to households in the 80% to 120% of the Area Median Income)
  - Units restricted to low-to-moderate-income households (i.e., Low-Income Housing Tax Credit, HUD Multi-Family, Public Housing, Section 8 Vouchers).
  - Housing units designated for seniors at different levels of care.

Working with the inventory of rental homes, we will then complete the following:

- Analysis of market performance of all rental homes (asking rent, price per square foot, vacancy, features/amenities offered)

- Provide an analysis of the stock of assisted and market-rate affordable rental properties (also known as Naturally Occurring Affordable Housing, or NOAH) within the City.
- Provide an analysis of the distribution of current and planned affordable housing and identify geographic areas with a lack, or a concentration of, affordable housing, both assisted and unassisted (i.e., without subsidies).

Owner-Occupied Housing Market

Using the City property records as primary source of information, we will perform a detailed analysis of the owner-occupied housing market in each of the Sub-Areas.



For-Sale Market Analysis Methodology:

1. *Develop a comprehensive inventory.*
2. *Perform detailed analysis of sales transaction history by segment and geography.*
3. *Perform analysis of currently available homes for sale.*

We will start with a comprehensive inventory of owner-occupied housing:

- Housing units by housing types (single-family detached, single-family attached, and multi-family).
- Income-restricted home sales to low- and moderate-income households.
- Market-rate units affordable to low- and moderate-income households (also known as Naturally Occurring Affordable Housing, or NOAH).
- Housing units designated for seniors at different levels of care.

We will then complete the following transactional analysis for the for-sale market:

- Single-family and multi-family home sales (single-family detached, townhome, condominium, age-restricted, etc.).
- Number of sales per year and sub-market location.
- Median sale price and sale price per square foot.
- Foreclosures by location, observing any concentration by neighborhood.
- Average length on market based on Multiple Listing Service listing.
- Absorption rates, length of development for recently completed projects.
- Market locations that are under- and over-built.

Finally, we will complete the following analysis for the for-sale market:

- An analysis of for-sale units currently marketed, looking at current price point and geographic dispersion of sales by price point.
- An analysis of the new home market including data on housing types being built, sales by price point, inventory remaining in active subdivisions, and a price per square foot comparison of current offerings.

■ Task 9: Market Demand/Opportunities for Each Sub-Area

Before taking a deep-dive into market opportunities for each Sub-Area, we will determine the long-term growth prospects for the City of Joplin and Jasper and Newton Counties to consider the larger context in which housing demand in Joplin can be evaluated. Based on long-term projected growth for the City and the surrounding County/region—as well as national and local trends related to housing—we will determine the demand for housing for the City of Joplin for the next 20 years (detailed in five-year increments).

The following are important factors in determining the future housing demand:

- Population growth prospects for Jasper and Newton Counties and the Joplin MO Metropolitan Area.
- The likelihood of high-impact employers locating or expanding in the City of Joplin, particularly in the largest sectors of *Health Care & Social Assistance; Retail Trade;* and *Accommodation and Food Services.*
- The continued growth of work-from-home employment opportunities that may shift market demand toward communities with relatively low cost-of-living and high quality-of-life, including entertainment and outdoor recreation amenities.
- The changing age distribution, most importantly the growth of retired persons and the emergence of the Millennial Generation with vastly different housing preferences than previous cohorts.

Based on the above analysis, we will perform an evaluation of housing needs in the City of Joplin. This will include recommendations by housing type, size and location, and a discussion on which housing types are currently over-supplied/ undersupplied.

Example of Household Forecast

Detailed housing demand projection completed for the City of Valparaiso, 2020-2030.

	2020	2025	2030	Growth 2020-2030
All Households	**13,790**	**14,790**	**15,620**	**1,830**
15 to 34 Years	3,700	3,885	4,020	320
35 to 64 Years	6,600	6,730	6,970	370
65+ Years	3,490	4,175	4,630	1,140
All Owner-Occupied Housing	**8,020**	**8,650**	**9,175**	**1,155**
15 to 34 Years	1,065	1,120	1,160	95
35 to 64 Years	4,465	4,550	4,710	245
65+ Years	2,490	2,980	3,305	815
All Renter-Occupied Housing	**5,770**	**6,140**	**6,445**	**675**
15 to 34 Years	2,635	2,765	2,860	225
35 to 64 Years	2,135	2,180	2,260	125
65+ Years	1,000	1,195	1,325	325

Additionally, we will refer back to the ESRI Tapestry Segmentation data, as well as a deeper examination of the age of householder and tenure information for each of the Sub Areas, to produce a likely consumer/household profile. This analysis will provide a meaningful look into housing preferences for different types of homes (ownership vs rental, multi-family vs single-family, age restricted vs designed primarily for young working professionals, etc). We will also examine quality-of-life features such as shopping, dining, entertainment, and outdoor recreation offerings in each Sub-Area to the extent that they influence housing choice and market competitiveness.

We will summarize the capacity of the Sub-Area to absorb different types of housing at different price points for multiple household income ranges. We will provide an absorption forecast for a five-year period for each Sub-Area that quantifies segmentation by unit type and price point.

Task 10: Draft Housing Market Analysis Report

A compilation of analyses in Task 8 and Task 9 will be organized into a report form and delivered to the Project Steering Committee for review. As specified in the RFP, the report will detail the following draft recommendations:

- Reasonable rates of absorption for replacement housing programs including short-, mid-, and long-term housing demand estimates by income levels and price point of housing stock.
- Analysis of the lingering impact of the tornado damage; number of units that have been, or potentially will be, removed and not replaced.
- Estimate of the demand for rental and owned units based on income including recommendations on how which type of developments/programs can meet this demand.
- Specific areas of the City to focus redevelopment and housing replacement efforts.
- Identification of the general location (Census Block Group level detail at minimum) where new housing developments may be appropriate.

Additionally, we will produce a catalog of potential incentive programs and market intervention strategies to encourage the development of undersupplied housing. Working with the Steering Committee members and key stakeholders identified in Task 4, we anticipate the recommendations will address the following items:

- Range of strategies and programs to pursue for the development of necessary housing within the City, while maximizing the use of limited public funds.
- Increasing Joplin's suitability for market-rate housing that can attract and/or retain young working professionals and young families.
- Leveraging existing assets to spur new housing development, including transportation infrastructure, local talent pool, educational institutions and healthcare providers, tourism and recreational assets, etc.
- Strategies to address identified and perceived shortcomings of Joplin as it pertains to livability, marketability, and overall quality of life.

The report will be transmitted to the Committee Members electronically at least one week prior to the meeting.

Task 11: Steering Committee Meeting #3

The Urban Partners team will meet with the Project Steering Committee to review the Draft Housing Market Analysis Report prepared in Task 10. Feedback from the Steering Committee will be incorporated in the final version of the consolidated report.

Task 12: Final Report Preparation/Presentation

We will synthesize all deliverables into a single presentation of findings and recommendations at this stage. If desired by the City, we will prepare an easy to understand report/presentation for primary public release. In this version of the report, we will use infographics, graphs, illustrations, and maps to convey much of the detailed analyses, while laying out definitions of basic housing market terminologies for common basis of understanding.

Urban Partners will plan to make a video presentation via Zoom with the City's option to convene an in-person meeting for an additional fee.

Deliverables for Phase 2

- Housing Market Analysis Report

6.0 Sample Report Document

To demonstrate our team's range of analytical and writing skills, we are submitting for review the Residential Market Analysis for the City of Valparaiso, IN. Due to the length of the full report, we've attached the document at the very end of this proposal in Appendix 3.

7.0 Signature Page Form

Attachment A

THE CITY OF JOPLIN
REQUEST FOR PROPOSAL SUBMISSION FORM
RFP #

Company Urban Partners

Address 123 S. Broad Street, Suite 2042, Philadelphia, PA 19109

Contact Person Isaac Kwon

Telephone Number 215-829-1901

Email ikwon@urbanpartners.us

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.
SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount,

trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:
Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this 1st day of February.

BY:

Signature Date: February 1, 2021

Name (Printed): Isaac Kwon

Title: Principal

Signature: 

8.0 Proposal Cost Summary Form

The Urban Partners team cost proposal is based on this Staff / Task / Cost matrix that includes a breakdown of tasks, labor assignments and rates—with a not-to-exceed project cost of **$39,732**, with an optional fee of $7,500 for each update (at month 6 and month 12 after completing the initial study). The Proposal Cost Summary Form is attached on the following page.

	Task	Urban Partners		
		I. Kwon	C. Lankenau	J. Hartling
PHASE ONE: KICK OFF & BACKGROUND ANALYSIS				
1	Kick Off Meeting (Steering Committee MTG #1)	2	2	
2	Review Existing Plans and Documents	6		
3	Demographic Trend Analysis	8		
4	Economic Trends Overview	12	4	
5	Physical Conditions Analysis	12		
6	Key Stakeholder Interviews	12	8	
7	Steering Committee MTG #2 (via Phone/Video Conference)	4	2	
PHASE TWO: HOUSING MARKET PROFILE				
8	Residential Market Analysis			
	- Rental Market	2	24	
	- Owner-Occupied Market	24		
9	Market Demand/Opportunities for Each Sub-Area	20		8
10	Draft Housing Market Analysis Report	30	4	4
11	Steering Committee MTG #3	4	2	
12	Final Report Preparation/Presentation	20	4	
	Total Hours	156	50	12
	Hourly Rate	$172	$172	$225
	Labor Cost	$26,832	$8,600	$2,700
	Out-of-Pocket Expenses by Firm	$1,600		
	TOTAL LUMP SUM FEE (NOT TO EXCEED)	**$39,732**		

Attachment B

THE CITY OF JOPLIN
PROPOSAL COST SUMMARY FORM

The City is requesting two (2) prices. The first price is a lump sum price to create the initial market research analysis. The second price is a set fee to update the analysis at 6 months after the initial report and 1 year after the initial report. The second price should reflect a price per each update so that the City can determine whether or not to select one, both, or none of the update options. This decision to elect to have the initial study updated will be solely made by the City of Joplin. The City of Joplin does not guarantee that the contract will include any update options. Pricing is all-inclusive including all expenses (personnel, office rent, copy work, mileage, etc.). The City of Joplin will not pay any other expenses.

Description	Price
Lump sum price to create the initial market research analysis per the specifications provided in Section 4 (pages 5-6) of the Request for Proposal.	$ 39,732
Fee for Optional Update(s)	$ 7,500

Name of Company: Urban Partners

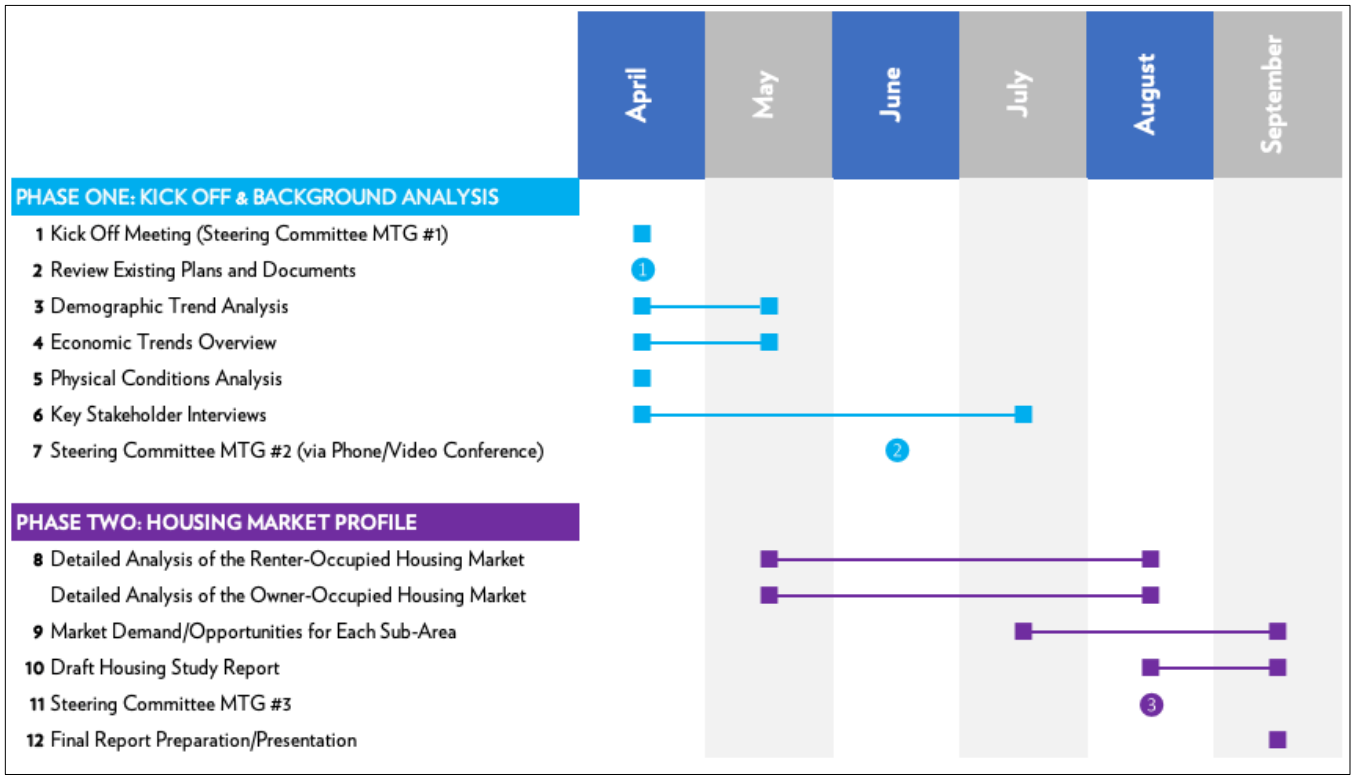
Name (Printed): Isaac Kwon

Signature: 

Date: February 1, 2021

PROPOSED SCHEDULE

The Urban Partners team is prepared to complete this assignment in a 6-month period. Shown below is our proposed schedule in relation to each phase based on the assumption that the project will kick off early-April. We estimate that a total of 218 task hours are necessary to complete this assignment. Based on the projection of our current commitments for the staff members proposed for this project, we have ample capacity to complete this assignment within 180 days and on-budget.



Work Schedule During COVID-19:

We believe that on-the-ground presence is an essential component of a successful market analysis project. Having said that, completing assignments during the COVID-19 pandemic era is presenting some unique challenges that are requiring flexibility on everyone's part.

While we anticipate that the majority of project tasks can proceed with no disruptions, COVID-19 will impact the execution of this study in two major ways: 1) in-person meetings and fieldwork may have to be delayed or switched to online format until social distancing orders are lifted; and 2) much of the housing market data during the pandemic (sale prices, home vacancies, rental rates, etc.) will be reflective of the temporary economic slowdown, not necessarily the stable market conditions. Working with the City, we will adjust our approach as necessary, monitoring local market conditions and COVID restrictions. We do not anticipate reaching post-COVID phase for housing market recovery until late 2021 at the earliest.

Appendix 1: Staff resumes

Attached are detailed resumes for Urban Partners team members.

- Isaac Kwon, Principal (Project Manager for this study)
- Chris Lankenau, AICP, Principal
- James Hartling, Founding Partner

Isaac Kwon

Principal



EDUCATION

University of Pennsylvania
Master's in City and Regional Planning

University of California, Los Angeles
Bachelor's in Geography
Bachelor's in Asian American Studies

MEMBERSHIPS & AFFILIATIONS

Calvary Center for Culture and Community, Board of Director

Community Design Collaborative, Volunteer Planner

CONTACT INFORMATION

123 S. Chestnut Street, Suite 2042
Philadelphia, PA 19109
(215) 829-1901
ikwon@urbanpartners.us
http://www.urbanpartners.us

Isaac Kwon is a community and economic development consultant with more than 20 years of experience working in urban communities throughout the nation. Since joining Urban Partners in 2008, Isaac has managed a wide array of economic development projects for the firm, including downtown and commercial district revitalization strategies, neighborhood master plans, market analysis and feasibility studies, and economic impact analyses. Isaac has managed most of the firm's recent housing market analyses, for various communities in Delaware, Florida, Georgia, Indiana, Kentucky, Ohio, Pennsylvania, South Carolina, and Virginia. Isaac possesses the experience and skillsets to assess and formulate strategies to attract different types of housing development (e.g., workforce housing, market-rate, income-restricted affordable, age-restricted senior housing, and others).

Prior to joining Urban Partners, Isaac served as the real estate development director for three different community development corporations in Philadelphia. He was responsible for all facets of real estate development—including site acquisition, financing, design oversight, construction management and marketing. Isaac possesses extensive experience in urban neighborhood development and in packaging a variety of local, state and federal financing sources.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Residential Market Analysis and Strategy Plans

- Residential Market Analysis (Valparaiso, IN)
- Fayette County Housing Demand Study (Lexington, KY)
- Citywide Housing Study (St. Cloud, FL)
- Housing Needs Assessment (Newark, DE)
- Downtown Cleveland Housing Study (Cleveland, OH)
- Housing Authority Portfolio Assessment (Richmond, VA)
- PA Housing Finance Agency Assessment (Harrisburg, PA)
- SW Philadelphia Affordable Housing Strategy (Philadelphia, PA)

Commercial District/Downtown Revitalization

- Route 301 Chesterfield Market Study (Chesterfield, VA)
- Buford Hwy Economic Development Plan (Brookhaven, GA)
- Poinsett Corridor Market Analysis (Greenville, SC)
- Downtown Hammonton Market Analysis (Hammonton, NJ)
- Downtown Westport Master Plan (Westport, CT)
- Lower Frankford EPA Area Wide Plan (Philadelphia, PA)
- 52nd Street Commercial District (Philadelphia, PA)
- Greystone Hospital Redevelopment Feasibility (Parsippany, NJ)

Christopher Lankenau, AICP

Principal



EDUCATION

Michigan State University
Master's in Urban and Regional Planning

University of Vermont
Bachelor's in Geography

MEMBERSHIPS & AFFILIATIONS

American Planning Association

American Institute of Certified Planners (AICP)

Fairmount Community Development Corporation - Vice President, Board of Directors

CONTACT INFORMATION

123 S. Chestnut Street, Suite 2042
Philadelphia, PA 19109
(215) 829-1901
clankenau@urbanpartners.us
http://www.urbanpartners.us

Christopher Lankenau, AICP, is a planner and economic development consultant with 25 years of professional experience. Since joining Urban Partners in 2006, Chris has managed a variety of projects ranging in scale from single sites to large master plans on behalf of municipalities, community development corporations, and non-profit organizations in several states. His current work focuses on community revitalization and economic development in both commercial and residential areas, including real estate market analysis, demographic analysis, and fiscal impact analysis, as well as economic feasibility analysis for adaptive use and new development projects. Chris also has experience in community outreach, transportation planning, and land use planning.

Prior to joining Urban Partners, Chris was a Senior Associate at the Pennsylvania Economy League, where he focused on community revitalization in Southeastern Pennsylvania's older core communities. Chris also has significant planning experience as a consultant with the Philadelphia firm of Kise Straw & Kolodner (now KSK Architects, Planners and Historians), where he managed a variety of planning projects with a particular focus on commercial district and community revitalization. Previously, Chris also held staff positions with county planning agencies, serving as planner for the Montgomery County Planning Commission (PA), as well as the Maryland National Capital Park and Planning Commission.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Commercial District/Downtown Revitalization

- Rejuvenating Urban Centers (Dutchess County, NJ)
- Englewood Downtown Master Plan (Englewood, NJ)
- Souderton Business Improvement District Feasibility Plan (Souderton, PA)
- Downtown Glassboro Arts and Entertainment District Plan (Glassboro, NJ)
- Hagerstown City Center Plan (Hagerstown, MD)
- Trenton 250 Master Plan (Trenton, NJ)
- Downtown Boyertown Vision & Action Plan (Boyertown, PA)
- Martinsburg Mills & Rail Corridor Revitalization Initiative (Martinsburg, WV)
- Downtown Etna Commercial Revitalization Analysis (Etna, PA)

Market Research/Feasibility Analysis

- Market Analysis for Downtown Erie (Erie, PA)
- Garrett Williamson Foundation Master Plan (Newtown Square, PA)
- Johnstown Train Station Reuse Study (Johnstown, PA)
- New Granada Theater Reuse Plan (Pittsburgh, PA)

James E. Hartling

Partner



EDUCATION

University of California at Berkeley
Master's in City Planning

Princeton University
Bachelor's in Mathematics

MEMBERSHIPS & AFFILIATIONS

Entrepreneurworks - Chairman, Board of Directors

Local Initiatives Support Coalition (LISC) Philadelphia – Advisory Board

Community Design Collaborative, Advisory Board

CONTACT INFORMATION

123 S. Chestnut Street, Suite 2042
Philadelphia, PA 19109
(215) 829-1902
jhartling@urbanpartners.us
http://www.urbanpartners.us

James Hartling has served as partner-in-charge for most of Urban Partners' economic development projects and has been responsible for examining the market feasibility of many large-scale development and redevelopment projects since the firm's inception in 1980. He has directed the firm's downtown revitalization efforts in numerous cities in the mid-Atlantic and East Coast, and has prepared and helped implement neighborhood housing and commercial revitalization strategies in both large cities and smaller communities. Additionally, he has directed the firm's work involving the planning and development of new village centers and transit-oriented developments, as well as significant participation in the establishment of transfer of development rights programs (TDR) in New Jersey and Pennsylvania. He has also completed numerous studies documenting the regional tax and employment impacts of major cultural institutions.

From 1977 to 1980, Jim administered $15 million annually of CDBG and EDA funds as Deputy Director for Economic Development of Philadelphia's Community Development program. Previously, Jim was on the faculty of the University of Texas teaching in both the graduate planning and public affairs programs. There he conducted research and training projects on economic and community development and human services delivery. He has also held staff positions with planning and development agencies in Texas, California, and New Jersey.

HIGHLIGHTS OF RELEVANT PROJECT EXPERIENCE:

Downtown/Commercial District Revitalization

- Downtown Savannah Master Plan (Savannah, GA)
- Allentown Arts District Master Plan (Allentown, PA)
- Englewood Downtown Master Plan (Hagerstown, MD)
- Arts & Entertainment District Plan (Glassboro, NJ)
- Bridging the Busway Transit-Based Plan (Pittsburgh, PA)

Market Research/Feasibility Analysis

- Black Horse Pike Market Feasibility Study (Camden County, NJ)
- Buford Highway Improvement Plan (Brookhaven, GA)
- Poinsett Corridor Market Analysis/E.D. Plan (Greenville, SC)
- Union Township/Route 82 Corridor Study (Union Township, NJ)

Smart Growth/Transit Oriented Development

- Broad & Erie Community Development Plan (Philadelphia, PA)
- A Vision for Homewood and Point Breeze North (Pittsburgh, PA)
- Millbourne Station Area (Millbourne, PA)

Appendix 2: Relevant Project Sheets

The following are detailed project sheets of similar housing study projects completed on-time and within the budget allocated by the Urban Partners team.

- Residential Market Analysis and Housing Strategy (Valparaiso, IN)
- Lexington Fayette County Housing Market Demand Study (Lexington, KY)
- Citywide Housing Study (St. Cloud, FL)
- Downtown Cleveland Housing Demand Analysis (Cleveland, OH)
- Rental Housing Needs Assessment (Newark, DE)
- PHFA Homeownership Choice Program Assessment (Harrisburg, PA)
- Mt. Washington 10-Year Housing Plan (Pittsburgh, PA)

Project Profile:

Residential Market Analysis – Valparaiso, Indiana



The City of Valparaiso is located in Northwest Indiana, just one hour southeast of Chicago at the eastern edge of the metro area and approximately 15 miles south of Lake Michigan. Serving as the county seat of Porter County, Valparaiso is experiencing moderate and consistent growth particularly in the form of new residential subdivisions and infill housing developments. Valparaiso has a thriving and active downtown which is often noted as one of the community's greatest assets.

In 2019, the City retained Urban Partners to conduct a comprehensive residential market analysis. In addition to analyzing the supply-and-demand dynamics of Valparaiso's housing market, Urban Partners will assist the city formulate policies to address housing diversity, affordability, future land use, and improvements to overall quality of life for all residents of Valparaiso.

Location:
Valparaiso, IN

Client:
City of Valparaiso

Completion Date:
2020

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation

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123 S. Broad Street
Suite 2042
Philadelphia, PA 19109
215.829.1901
www.urbanpartners.us

Project Profile:

Lexington Fayette County Housing Market Demand Study



Urban Partners has completed work on a Housing Market Demand Study for Fayette County, KY. We coordinated with a partnership of civic and private organizations, including the Fayette County Division of Planning, the Lexington Fayette County Property Valuation Administrator, the Lexington Downtown Development Authority, the Lexington Bluegrass Association of Realtors, the Building Industry Association of Central Kentucky, and the Fayette Alliance Foundation.

This study identified mid-term (10 year) housing demand in the county based upon recent building and sales patterns, existing housing stock, and demographic projections, while highlighting issues demanding special attention to ensure Lexington's housing market matches the needs of current and future residents. Working with the steering committee, Urban Partners quantified the incremental housing demand, segmented by housing typology and tenure. This study will help inform the City's future housing development strategy, which will consider factors involved in responding to the various components of demand described in the study.

Location:
Lexington, KY

Client:
Lexington Fayette Urban-County Government

Completion Date:
2017

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Town-and-Gown Community Planning
- Housing Policy Recommendation
- Public Presentation

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123 S. Broad Street
Suite 2042
Philadelphia, PA
215.829.1901
www.urbanpartners.us



Project Profile:

Citywide Housing Study

Location:
St. Cloud, FL

Client:
City of St. Cloud

Completion Date:
2019

URBAN PARTNERS
325 Chestnut Street
Suite 506
Philadelphia, PA
215.829.1901
www.urbanpartners.us

Strategically located in a rapidly growing county—and endowed with comparatively low cost vacant and developable land—the City of St. Cloud has grown exponentially in the past several decades. From 2000 to 2018, St. Cloud has added 33,000 new residents which is equivalent to a staggering 165% growth during that period.

Thus far, St. Cloud has grown as a bedroom community where most of its employed residents work elsewhere. Though this is not an atypical narrative for smaller cities, the residents of St. Cloud aspire for a livable, vibrant live-work-play community. The seminal questions for the Housing Study were:

- What are the housing needs for the city for the next 20 years based on projected and desired growth?
- What types of homes are needed (e.g., tenure, size, density, targeted age and household income, etc.)?
- How can these market opportunities be optimally matched up to the desired character of various neighborhoods?

The results of this study, which will be completed in the Summer of 2019, will provide the City of St. Cloud a meaningful sense of the housing market to formulate housing priorities and growth management strategies.

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation



Project Profile:

Downtown Cleveland Housing Demand Analysis

Location:
Cleveland, OH

Client:
Downtown Cleveland Alliance

Completion Date:
2018

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325 Chestnut Street
Suite 506
Philadelphia, PA
215.829.1901
www.urbanpartners.us

Downtown Cleveland, after many decades of population loss, is currently undergoing a major renaissance supported by a robust housing market. In 2018, the Downtown Cleveland Alliance (DCA) retained Urban Partners to complete a Comprehensive Housing Demand Analysis for Downtown Cleveland (comprised of the Flats, Warehouse District, Gateway District, Playhouse Square, Nine-Twelve District, and Campus District) and the surrounding neighborhoods (including Detroit Shoreway, Ohio City, Tremont, Midtown, St. Clair Superior, and Central).

The results of this study, which was published in the fall of 2018 detailed future housing needs, as well as a recommended housing type mix, such as rental/homeownership, condos, townhomes, age restricted housing, income-restricted housing, etc. Additionally, Urban Partners recommended a set of goals that pertain to housing policy and potential toolkits to promote a healthy and balanced housing market that expands and preserves housing opportunities for all residents.

Key services performed

- Housing Demand Analysis
- Population Forecasts
- Economic Trend Analysis
- Housing Policy Recommendation
- Stakeholder Engagement
- Public Presentation

Project Profile:

Rental Housing Needs Assessment

Location:
Newark, DE

Client:
City of Newark

Completion Date:
2017

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325 Chestnut Street
Suite 506
Philadelphia, PA
215.829.1901
www.urbanpartners.us

Over the recent years, the University of Delaware has experienced significant growth in off-campus student population, and the City has experienced related community impacts associated with this growth. In a city of 32,000 residents and roughly 14,500 rental households, an estimated 10,700 of the renters are UD students living off campus.

Urban Partners was retained by the City of Newark to conduct a detailed analysis of the supply and demand of rental housing, including the review of historical and current data, and projections based on city and University of Delaware population growth, zoning designations, and economic development for the next twenty-five years.

Additionally, our analysis included: i) comprehensive evaluation of rental housing needs in Newark, including recommendations by housing type, size and location; and ii) an assessment of the current homeowner assistance programs, single family occupancy and maintenance controls, and strategies as a tool to balance the impacts associated with off campus student rental housing growth.

Key services performed

- Housing Demand Analysis
- Town-and-Gown Community Planning
- Housing Policy Recommendation
- Public Presentation



Project Profile:

PHFA Homeownership Choice Program Assessment



The Homeownership Choice programs offered by the Pennsylvania Housing Finance Agency (PHFA) from 2000-2008 provided funding for the development of a range of single-family homeownership projects and the rehabilitation of residential units in mixed-use developments; program funds were awarded competitively for real estate development projects in urban neighborhoods and core communities throughout the Commonwealth.

In 2014, Urban Partners was part of a consultant team consisting of housing and community development experts that evaluated the program's community impacts, strengths and limitations, and the demand for similar financing program in the current housing market. The evaluation was funded through a grant from the Heinz Foundation.

In addition to the overall assessment of the program in terms of private dollars leveraged for every dollar of PHFA funds and the total number of units constructed, the consultant team chose ten projects for closer examination. From these case studies, the anecdotal evidence of the program's effects on the local housing market was examined. Key lessons from the program and the framework for a new initiative was prepared by the consultant team for PHFA to review and consider.

Key services performed

- Housing Policy Analysis & Recommendation
- Stakeholder Engagement
- Public Presentation

Location:
Harrisburg, PA

Client:
Heinz Endowment,
Pennsylvania Housing
Finance Agency

Collaborators:
Urban Ventures,
Wilson Associates

Completion Date:
2014

URBAN PARTNERS
123 S. Broad Street
Suite 2042
Philadelphia, PA
215.829.1901
www.urbanpartners.us

Project Profile:

Mt. Washington 10-Year Neighborhood Housing Plan



The ten-year neighborhood housing strategy was commissioned by the Mount Washington Community Development Corporation (MWCDC) to provide a comprehensive, data-driven housing program for the Mount Washington and Duquesne Heights (MW/DH) neighborhoods to guide and prioritize the future expenditure of human and financial resources.

Urban Partners worked with SfSP to conduct a careful study of existing demographic and market conditions of MW/DH to develop a baseline understanding of the study area. This analysis revealed very diverse housing conditions and market dynamics across the neighborhood, impacted by topography, views, housing stock, parking, and traffic volume. This variety led to the identification of 12 micro-neighborhoods that each received its own analysis and set of strategies.

The strategies proposed in the Plan were intended for MWCDC to undertake over the next ten years. Four general categories of initiatives were developed to help guide neighborhood housing development and revitalization: housing stock quality, options and affordability, marketing and identity, and amenities and quality of life. A series of recommended initiatives were developed within each category tailored for each micro-neighborhood throughout MW/DH. An implementation matrix was also provided that prioritized the specific initiatives and included a suggested list of potential funding sources for advancing each of the strategies.

Location:
Pittsburgh, PA

Client:
Mount Washington CDC

Collaborators:
Studio for Spatial Practice

Completion Date:
2010

Key services performed

- Housing Market Analysis
- Housing Development Strategy
- Implementation Strategies

URBAN PARTNERS
123 S. Broad Street
Suite 2042
Philadelphia, PA
215.829.1901
www.urbanpartners.us

Community Development
602 South Main Street
Joplin, Missouri 64801
Phone (417) 624-0820 Ext. 539
Fax (417) 624-4620

Consultant Selection Committee
2021 Comprehensive Housing Study
Results and Recommendation
2/16/2021 Updated: 2/26/2021

Urban Partners Interview and Presentation scored highest on average and they are recommended for selection. Selection committee was reduced in number to only include committee members present for both presentations. Interviews were conducted for the two highest scores from the Selection Committee as all other responses scored significantly lower. The Consultants interviewed were Urban Partners and Bowen NR.

Urban Partner's Response to proposal scored highest on average after review by the selection committee. The response was second lowest bid, but all members of the committee scored the response highest on methodology and responsiveness to the RFP.

Interview Scores:
Urban Partners – 19.5
Bowen NR – 18.5

Synthesis of Committee deliberations:
Bowen arguably demonstrated the highest technical ability for analysis and demonstrated a clear understanding of the scope of the proposal. However, Urban Partners demonstrated an understanding of creating final product including analysis and recommendations of technical information in a manner accessible for the public, multiple stakeholders and officials that is arguably superior.

Consultant Interview Scores:

Bid Tabulation:

RDG:	$45,000.00
WES, LLC:	$49,985.00
Bowen NR:	$35,000.00
Thomas Miller	$48,500.00
Urban Partners	$39,732.00
Baker Tilly	$52,000.00

Estimated Cost for RFP deliverables requested: $40,000.00

No record of exclusions on sam.gov for all respondents.

Scoring:

	PH	TW	KS	Score
Bowen	96	91	87	91.3
Urban Partners	94	88	93	91.7
RDG	73	80	70	74.3
Thomas Miller	70	77	74	73.7
WES	66	46	69	60.3
Baker Tilly	55	54	53	54.0

Synthesis of Consultant Selection Committee discussion:

RDG:

RDG Planning and Design has and emphasis on presentation that exceeds the requirement of the RFP. The committee discussion noted that the high quality presentation of work samples is likely a strong contributor to the cost associated with the response. However, the proposed work and review of work sample clearly demonstrates that the intended product to be delivered clearly exceeds the housing analysis and recommendations requested and the firm regularly provides a product much more similar to a housing plan, data driven and generated with significant community stakeholder input. Selection committee was familiar of the firm's staff and previous work.

WES, LLC:

Western Economic Services, LLC is the most analytical and data driven firm of the respondents. While they may have the highest ability to identify needs in a data driven process, work samples were very formulaic and recommendations rather weak. Consistently recommendations would be as simples as "Use CPD CDBG and HOME funds to build more affordable housing." This appears to be due to their methodology and experience. The company staff were part of creating the regulatory framework for the Housing and Urban Development Analysis of Impediments. Reviewing work samples WES, LLC seems to regularly deliver to clients a thorough Analysis of Impediments to identify gaps, racial inequities in the housing market and other requirements for the HUD required study. The firm emphasized their roles in helping jurisdictions creating Consolidated Plans which the Analysis of Impediments is a component in drafting.

The Response from WES, LLC suggests they intend to deliver a similar product in response to the RFP and do not fully grasp the purpose of the Housing Study requested. Fee for optional updates was unreasonable, $39,405.00 the same as the study.

Bowen:

Bowen National Research's response was the lowest cost and briefest in detail. The committee discussed that the lack of detail was likely due to Bowen having previously been hired by the City and therefore assumes the City is familiar with their product, as well as the RFP articulated that Bowen has previously work for the City but other clients in the area resulting in a dataset already largely created assisting them in their research and keeping cost low. The extend of the response was half a page and rather general. The previous Housing Study created by Bowen for the City was satisfactory, and the response satisfies the RFP but normally. Based on the response the committee assumed the final product would be nearly identical to the last Housing Study.

Urban Partners:

Response was very presentable and easily interpreted. Clearly took consideration to specifics in the RFP and therefore it is believed would have much more customized thought into research design as compared to other respondents. Clearly had completed preliminary research into our area for designing the study. Reasonable cost and timeline relative to other respondents.

Thomas Miller:

Strong on recommendations in work samples. All around strong response except for preference for all virtual consultation and surveys. Price point above expected.

Baker Tilly:

High cost and not well organized. Response to scope of project very limited compared to the rest of the RFP response.

COUNCIL BILL NO. 2021-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the UP Development Planning, LLC that pertains to 2020 HOME Investment Partnership grant funds.

WHEREAS, the City of Joplin and UP Development Planning, LLC, are desirous of entering into an agreement whereby Urban Partners will conduct the 2021 Comprehensive Housing Study.

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 UP Development Planning, LLC is entered into that describes the expenditure of 2020 HOME funds exactly in an amount of Thirty Nine Thousand Seven Hundred Thirty Two Dollars and Zero Cents ($39,732.00), 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 _____, 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-600. This Council Bill approves the agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

MEETING DATE:

Monday, March 15, 2021.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

A portion of the CVB's annual budget is dedicated for the management of the VisitJoplinMO.com website to promote Joplin as a tourism destination. In FY2021, the budget includes a complete redesign of the website (the current website has existed since July 2016). The continued hosting of this website through FY2024 is also included.

This agreement is for Tempest to provide the design-to-launch services necessary for a new VisitJoplinMO.com website for Fifty-Nine Thousand dollars ($59,000) and hosting the website for Three Thousand Six Hundred dollars ($3,600, $1,200 per year) through FY2024.

Tempest was selected through the City's bid process. 28 bids were received with design prices ranging from $10,000 to $296,940.

Since 2014, the CVB has used Tempest CRM (Customer Relationship Management) software. A website able to support and interact with this software was part of the selection criteria. This merger of website operations and CRM software will support the management of the VisitJoplinMO.com content, updates, guest requests, and activity tracking.

BACKGROUND:

VisitJoplinMO.com is the official website of the Joplin Convention & Visitors Bureau, the tourism arm of the City of Joplin.

The importance of an up-to date, robust CVB/DMO (Destination Marketing Organization) website is supported by the following findings from a recent study on DMO website use by Destination Analysts, Inc.:

- DMO websites are seen as valuable, averaging a score of 7.9 on an 11-point scale.

- On average, over two-thirds (68.3%) of a DMO's nonresident site traffic is comprised of upcoming or potential visitors to the community they represent.
- With a focus on tourism recovery, local businesses are turning to the DMO not only for content to promote tourism to their community, but advocacy and information related to supporting local businesses. Residents are most commonly coming to DMO websites looking for ideas, activities, and things to do while practicing social distancing and researching activities for themselves and/or local family and friends: information which encourages economic activity.
- Amongst professional segments who access DMO websites for work purposes—meeting planners, travel trade and media/journalists—travel trade gave the DMO the highest ratings for importance and value. In total, 85.5 percent consider it important that the DMO offer the information available on the site and gave the DMO website an average value rating of 8.5 on an 11-point value scale.
- Media/journalists, another professional segment that represents potential economic generation for destinations, use DMO websites in search of media-related content. Story ideas and information on what's new in the destination are content types that media/journalists most commonly look for on these sites. These, along with photos and videos, could very well contribute to a destination's earned media coverage and ultimately influence incremental visitation.

A diverse set of people use the communication assets CVB/DMOs maintain, including their official websites—from those that represent significant economic generation potential like travelers, meeting planners, the travel trade and media, to those that foster the heart of the community, like local businesses and active residents. A strong tourism website must provide clear, easy to understand content, inviting images and videos, and details such as maps and itineraries.

Web-based tourism information covers four major aspects:

Destination Attractions and Activities

- Area attractions, calendar of events, history, and must-see sites

Accommodations (Lodging)

- Hotels and motels, recreational camping, RVs, B&B, Airbnb

Restaurants (Food)

- Mom & Pop establishments, local flavors, and popular brands

What to do

- Tailor-designed itineraries, local blogs, and features of local experiences

In the last year, covid-19 information, responses, and resources for a destination have become top of mind for travel planners from all segments. CVB/DMOs have adapted to offer this information as key component to a website, in addition to the traditional information offerings stated above.

In addition to leisure travelers, VisitJoplinMO.com serves as a resource for meeting planners and group tour operators. The current website is limited in how information on meeting and dining spaces, group activities, transportation offerings, and CVB services are presented. There is not a way to deliver a complete package to potential clients in this arena. The proposed new website will allow the Director of Sales to create a more compelling overview of Joplin's offerings for these types of services.

Since the 2016 launch of the exiting website, technology advancements and design qualities of tourism websites has changed. In addition to graphic aspects and quality, more options exist in the "back office" portion of the website to assist staff with keeping the content and images robust, current, and relevant. Video is a necessary component of today's websites, which the current site does not have that capability.

In the last year, the CVB has learned how quickly things can change. Many of Joplin's local businesses that are of interest to visitors changed their operations or closed their doors. VisitJoplinMO.com must be able to quickly pivot to reflect these changes and deliver the most up-to-date information to visitors. The current website uses multi-step functions to add new information or change existing information, and it is not optimal for the culture we now live in due to the covid-19 pandemic.

FUNDING SOURCE:

The VisitJoplinMO.com website management and hosting is included in the CVB's FY2021 annual budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Council Bill No. 2020-600

Tempest Website design-to-launch agreement

Tempest MSA hosting agreement

2021-RFP-02

2021-RFP-02 Tabulations

2021-RFP-02 Score Sheet

COUNCIL BILL NO. 2021-600 ORDINANCE NO.

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for design-to-launch services for a new VisitJoplinMO.com website for the Joplin Convention & Visitors Bureau. This agreement additionally provides for the hosting of the website, following launch through FY2024.

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

Section 1. That the Agreement is for Tempest to provide the design-to-launch services necessary for a new VisitJoplinMO.com website for Fifty-Nine Thousand dollars ($59,000) and hosting the website for Three Thousand Six Hundred dollars ($3,600, $1,200 per year) through FY2024.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of March 2021.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney

MASTER SERVICE AGREEMENT

This Master Services Agreement ("Agreement" or "MSA"), is dated February 22nd, 2021 (the "MSA Effective Date") and is by and between the following parties:

Tempest, Inc., for itself and on behalf of all of its subsidiaries and controlled affiliates including iDSS Global LLC, Tempest Interactive Media LLC, and any other present and future subsidiaries and affiliates (collectively "Tempest" and each a "Member" of Tempest);

and

City of Joplin, Missouri ("Client"), with offices at 602 S Main St, Joplin, MO 64801.

This Agreement shall not become effective and Tempest shall not commence services to the Client until this Agreement is fully executed and returned to Tempest at the address set forth below.

Tempest, Inc.
30 S 15th Street Suite 1001
Philadelphia, PA 19102

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the undersigned parties hereby agree to be bound for good and valuable consideration as follows:

1. Engagement. Client hereby engages Tempest and Tempest hereby accepts such engagement, to perform certain Website Design & Development Services, CRM, Destination Management Software, Web Hosting, Advertising, Digital Marketing Services or other services as described in one or more Statements of Work ("Statement of Work" or "SOW") to be signed by Client and Tempest. The initial SOW's are attached as Schedule A, Schedule B, Schedule C, Schedule D, and Schedule E

    1.1. From time to time while this Agreement remains in effect, Tempest and Client may mutually agree upon services to be performed by Tempest set forth in one or more additional Statements of Work, which will be incorporated by reference into this Agreement.

    1.2. Any Statement of Work that references this Agreement shall be subject to and governed by this Agreement, and the terms of this Agreement shall supersede any contrary terms in a SOW unless the SOW refers to and overrides specifically the contrary term in this Agreement.

    1.3. The Client is responsible for providing Tempest with the necessary items and information specified in any Statement of Work and Tempest is not liable for any delays due to Client's failure to provide such items or information to Tempest on a timely basis. The Client acknowledges that

such a failure may result in increased fees and schedule extensions by Tempest. Tempest will notify Client in writing, with at least three (3) business day's notice, if any failures will result in increased fees.

1.4. This Agreement supersedes all prior agreements and understandings (whether written or oral), including but not limited to any prior Master Service Agreements, between Client and Tempest or any member of Tempest, with respect to the subject matter hereof.

2. Service Fees. The fees for services provided under this Agreement shall be specified in a Fee Schedule to be included in each Statement of Work.

2.1. Expenses. Client shall pay, or promptly reimburse Tempest for, any out-of-pocket expenses and travel-related expenses not specified in the Agreement and incurred by Tempest in connection with the performance of the Services. Client shall pay to Tempest all undisputed fees within thirty (30) days of the date of the applicable Tempest invoice.

2.2. Taxes. Client shall be responsible for any and all taxes, levies, duties or similar local, state, provincial, federal or foreign jurisdiction governmental assessments on the Services in each Statement of Work (collective "Taxes"). All Service Fees due to Tempest are exclusive of any Taxes and Client shall make payments for Taxes separately from any Service Fee Payments.

2.3. Tempest shall reserve the right to suspend performance of all Services if the Client fails to pay an invoice within thirty (30) days of the date of said invoice.

2.4. In the event of a dispute as to an invoice, the Client shall nevertheless pay the undisputed portion of such invoice.

2.5. Professional Services. Tempest shall invoice Client for any professional services rendered to Client. Client shall pay for any professional services performed by Tempest within thirty (30) days of the date of said invoice.

3. Term. This agreement is dated February 22nd, 2021 ("MSA Effective Date") and will be in effect as long as there is any active SOW that references this MSA. This agreement will terminate when no SOW that references it is in effect.

4. Confidentiality. Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial

information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information").

4.1. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in order to perform that party's obligations under this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

4.2. Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

4.3. Client shall not use any of the Confidential Information of Tempest or any Tempest Materials (as defined below in Section 5.2) to compete with Tempest or in any way that would diminish the value or the rights of Tempest in such information or materials.

5. Proprietary Rights.

5.1. Proprietary Rights of Client. Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights ("Client Content"). Nothing in this Agreement shall be construed to grant Tempest any ownership right in the Client Content.

5.2. Proprietary Rights of Tempest. Subject to Client's ownership interest in Client Content set forth in Section 5.1, all trade secrets, know-how, methodologies, processes and materials, including, but not limited to, any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by Tempest or its suppliers outside of this Agreement, for general use by all of Tempest's clients and without reference to or inclusion of any Client Content shall be referred to as the "Tempest Materials."

5.2.1. For clarity, the Tempest Materials shall not include any materials or other work product developed by Tempest specifically for Client's site, including original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content.

5.2.2. The Tempest Materials shall remain the sole and exclusive property of Tempest or its suppliers, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto. To the extent, if any, that ownership of the Tempest Materials does not automatically vest in Tempest by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Tempest all rights, title and interest which Client may have in and to the Tempest Materials.

5.2.3. Client acknowledges and agrees that Tempest is in the business of designing and marketing websites, and that Tempest shall have the right to provide to third-party services which are the same or similar to the Services so long as no such third-party services reference or incorporate any Client Content, and to use or otherwise exploit any Tempest Materials in providing such services.

6. License.

6.1. Grant of License by Client. Client hereby grants to Tempest a non-exclusive, worldwide, royalty-free license for the Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

6.2. Grant of License by Tempest. Tempest hereby grants to Client a perpetual, worldwide, non-exclusive, royalty free, unrestricted, non-transferable license to make use of Tempest Materials that are incorporated in any website developed for the Client by Tempest (the "Website") and that are required or useful for the operation of the Website. Client cannot use the Tempest Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing website development or hosting services for others. Tempest hereby reserves for itself all rights in and to the Tempest Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of Tempest without Tempest's prior written consent.

6.2.1. No Sub-License by Client. Client does not have authority to and shall not grant any sub-license of Tempest Materials.

6.2.1.1. Notwithstanding the foregoing, Client shall have the right to enter into assignments or sub-licenses of its rights with respect to the Tempest Materials in connection with a sale of all or a part of the business which includes the use of the Website, subject to the written approval of Tempest which shall not be unreasonably withheld.

7. Warranties.

7.1. Tempest Warranties. Tempest warrants: (i) that Tempest has the right and authority to enter into and perform its obligations under this Agreement; (ii) that Tempest shall perform the Services in a professional and workmanlike manner; and (iii) that to its knowledge the Tempest Materials do not infringe or violate any right of any third party.

7.2. Client Warranties. Client warrants: (a) that it has all authorization(s) necessary for hypertext links to third-party websites; (b) that the materials provided to Tempest, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, are true and accurate; and (c) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the Client Project.

8. Indemnification. Intentionally omitted.

9. Warranty Disclaimer and Limitation of Liability. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7, TEMPEST MAKES NO WARRANTIES HEREUNDER, AND TEMPEST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT (EXCEPT WITH RESPECT TO TEMPEST MATERIALS).

9.1. THE TOTAL LIABILITY OF TEMPEST HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE ELECTION OF CLIENT, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNTS PAID TO TEMPEST FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF TEMPEST TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO TEMPEST BY

CLIENT UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

10. Limit on Statute of Limitations. Intentionally omitted.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement, the attached Exhibits and any SOW's constitute the entire agreement between Client and Tempest with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

11.2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Missouri venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

11.3. Arbitration. Intentionally omitted.

11.4. Fee Disputes. Any disputed amounts may be questioned within sixty (60) days of the invoice date. After that sixty (60) day period, the billing becomes final. Client must transmit any questions regarding billing to Tempest in writing with specific reference as to why the billing is considered incorrect. Tempest will exercise reasonable efforts to resolve a disputed billing within sixty (60) days of such notification.

11.5. Force Majeure. Neither party shall be liable for delays or failure in performance hereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

11.6. Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

11.7. Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

11.8. Survival. All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, Client indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

11.9. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

11.10. Assignment. In the event of an acquisition or changes in company ownership, Tempest may assign any portion of this Agreement or pledge the payments due (and the documentation supporting such payment obligations) from Client under this Agreement without notice to Client and without Client's consent, but Client shall be obligated to the assignee only to the extent of Client's obligation to Tempest. Client may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of Tempest except where it states otherwise in this Agreement.

11.11. Notices. Any notices to Tempest shall be sent to the address set forth below by certified mail, return receipt requested, or by overnight carrier. Notice sent pursuant to this subsection shall be effective upon receipt.

Tempest, Inc.
30 S 15th Street Suite 1001
Philadelphia, PA 19102

12. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

Let's Get Started!

Please sign in the appropriate location below, and return the signed SOW to us by fax or email.

City of Joplin, Missouri 602 S Main Street Joplin, MO 64801	Tempest, Inc. (on behalf of itself and all Member of Tempest) 30 S. 15th St. Suite 1001 Philadelphia, PA 19102
Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

SCHEDULE C: WEBSITE STATEMENT OF WORK

Background

This Statement of Work ("SOW") is dated February 23rd, 2021 ("SOW Effective Date") by and between City of Joplin, Missouri ~~Visit Tri-Cities~~ ("Client") and Tempest Interactive Media LLC ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of February 23rd, 2021 between the client and the Company (the "Agreement" or "MSA"). The parties agree that this SOW, alongwith the MSA and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by the Company.

The Parties further agree that the MSA shall control in the event of any inconsistencies between this or any other Statement of Work and the MSA, unless the SOW otherwise specifically overrides the MSA pursuant to Section 1.2 of the MSA.

Definitions

a. "Fees" means the fees for the Services as set forth in the Fee Schedule.

b. "Design Direction Approval" means the date where Client has approved and signed the design direction approval form.

c. "Information Architecture Approval" means the date where Client has approved and signed the information architecture approval form.

d. "Go Live Date" means the date where the Website Project is complete and publicly available on the World Wide Web.

e. "Tempest Destination Suite for Craft™"[1] means the website features and plugins designed and developed by Tempest for the Craft™ 3 CMS platform.

[1] Craft is a Trademark of Pixel and Tonic



Fee Schedule

WEBSITE PROJECT	
CREATIVE AND DESIGN	$20,000.00
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	$3,600.00
CONTENT MIGRATION	$3,000.00
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	$4,200.00
CRAFT™ 3 CMS IMPLEMENTATION	$6,000.00
TEMPEST DESTINATION SUITE FOR CRAFT CORE FEATURES	$21,000.00
CMS TRAINING AND USER MANUALS	$1,200.00
TOTAL WEBSITE PROJECT FEE:	$59,000.00
ONGOING FEES (recurring on a monthly basis)	
MONTHLY WEBSITE HOSTING FEE	$100.00 PER MONTH
MONTHLY SITE SUPPORT FEE	$500.00 PER MONTH
TEMPEST DESTINATION SUITE FOR CRAFT™ 3 SUBSCRIPTION FEE	$500.00 PER MONTH
TOTAL ONGOING FEES:	$1,100.00 PER MONTH

Website Project Fees

a. Fee Description. This is a one-time only, ~~non refundable~~non-refundable fee for the services listed in the Scope OfServices in this SOW for the Website Project.

b. Payment Terms. $29,500.00 will be paid as a down payment upon executing this agreement and be invoiced by Company upon executing this agreement. The remaining $29,500.00 will be billed in two installments of $14,750.00 at the Design Direction Approval milestone and at the Go Live Date milestone. Tempest reserves the right to bill ninety (90) percent of the amount due on the Go Live Date billing milestone if Go Live Date is unreasonably delayed by Client by more than 10 business days.

c. Creative and Design. Tempest will design a responsive design direction for the new website project. If an onsite Creative Bri~~e~~f is included as part of this website project the Client shall reimburse Tempest for any ~~mon~~ ~~Travel~~ Travel Related Expenses and reasonable out of pocket expenses in the creative and design of the website project pursuant to section 2.1 in the MSA.

d. Content Strategy and Information Architecture. Tempest will create a content inventory of the existing website and will create a new information architecture strategy including sitemap for new Client website.

e. Search Engine Optimization Migration and Analytics Configuration. Tempest will perform SEO migration activities to preserve existing keyword search engine rankings for Client website. Tempest will audit all existing analytics and tracking software to ensure all tags and monitoring scripts are migrated to the new website.

f. Content Migration. Tempest will migrate website data from other sources, provided that the Client has identified in writing, to the satisfaction of Tempest, the data source or sources to be accessed and the specific data the Client wishes to migrate to the new website and Tempest has determined that the migration of the data is feasible.

g. Craft™ 3 CMS Implementation. Tempest will integrate the approved Design Direction into the Craft™ 3 CMS. This includes all licensing fees for third party Craft™ 3 CMS Plugins that were not developed by Tempest.

h. Tempest Destination Suite For Craft Core Features. Tempest will integrate the Tempest Destination Suite for Craft™ 3 Core features listed in the Scope of Services into the new website.

i. Tempest Destination Suite For Craft Optional Features. Tempest will integrate the Tempest Destination Suite for Craft™ 3 Optional features listed in the Scope of Services into the new website.

j. Custom Features. Tempest will develop and integrate the custom features listed in the Scope Of Services into the new website.

k. CMS Training And User Manuals. Tempest will create custom User Manuals and will provide training to the Client's staff remotely through a webinar, covering the features, use and other information regarding Website Project-.

l. Onsite Training. If onsite training is included as part of the website project, Tempest will provide training to the Client's staff at the Client's business location, covering the features, use and other information regarding Website Project. For onsite training the Client will be billed the reasonable cost of travel ("Travel Expenses"). Limitation on Training - Each training session is limited to 10 staff members per trainer.

m. Travel Expenses. Client shall reimburse Tempest for any reasonable Travel Related Expenses and reasonable out of pocket expenses related to this SOW pursuant to section 2.1 in the MSA.

Monthly Website Hosting Fee

a. Monthly Website Hosting Fee. Upon payment of this fee, Tempest will host the Client website VisitJoplin.com. Hosting provided by Tempest includes reasonable bandwidth/computer processor needs based on expected usage. If Client's actual bandwidth/computer processor usage exceeds reasonable expectations Tempest reserves the right to increase hosting fees. Hosting does not include any ~~third-party~~third-party software.

b. Payment Terms. Tempest shall send an invoice for $100.00 (monthly Website Hosting Fee) for the first month following the Go Live Date. Subsequent monthly Website Hosting Fees will be billed in advance of the Go Live Date anniversary for each month.

Monthly Site Support Fee

a. Monthly Site Support Description. Website enhancements are changes to the originally intended function of website features. This can include but is not limited to: updates to widget functionality or user interface elements, incorporation of third-party features (such as feeds or integrations), and updates to previously-existing third-party integrations. Requests sent to support@tempest.im during normal business hours will receive a response from a Tempest team member within one business day, providing an hours estimate and a completion timeline for each individual request. Depending on the severity of the request, it will be escalated for faster response times. Normal business hours for support are Monday through Friday, 8:00 am to 8:00 pm Eastern Standard Time. Any unused support hours will be rolled ~~over, and~~over and can be applied towards website enhancements and new features. As a benefit of theongoing support plan, bug fixes will be addressed by the Tempest team and will not count against ongoing support hours. A bug is when the behavior exhibited by the website is unexpected or differentthan what it was originally intended to do.

b. Monthly Site Support Fee. Upon payment of this fee, Tempest will provide ongoing support services for

Client website, VisitJoplin.com. Client will be allotted 48 Support Hours that can be used at any point during the Initial Term.

c. Payment Terms. Tempest shall send an invoice for $500.00 (monthly Site Support Fee) for the first month following the Go Live Date. Subsequent monthly Site Support Fees will be billed in advance of the Go Live Date anniversary for each month.

Tempest Destination Suite For Craft™ 3 Subscription Fee

a. Tempest Destination for Craft™ 3 Annual Subscription Fee. Through payment of this fee, Client will receive regular and periodic upgrades to the Tempest Destination Suite for Craft™ 3 Core and Optional features defined in the Scope Of Services during the Contract term period when such updates become available. Client will also receive major updates to Craft™ 3 CMS as well as major updates to third party Craft™ 3 CMS Plugins not developed by Tempest within a reasonable time after any such update becomes available. Tempest will not provide or perform updates of ~~third party~~third-party software not developed for Craft™ CMS or by Tempest. The Subscription fee is locked in for the Initial Term period.

    i. Go Live Date Agreement. Prior to the Go Live Date, Company shall send Client the Go Live Date Agreement form stating the Go Live Date, the updated term of the subscription, agreement, and renewal terms. Client agrees that Client's authorized representative shall sign the Go Live Agreement form acknowledging and consenting to the Go Live Date, the updated term of the subscription, agreement, and renewal deadlines. A copy of the Go Live Date Agreement is attached to this SOW as Schedule B.

b. Payment Terms. Tempest shall send an invoice for $500.00 (monthly Tempest Destination Suite for Craft™ 3 Fee) for the first month following the Go Live Date. Subsequent monthly Tempest Destination Suite for Craft™ 3 Fees will be billed in advance of the Go Live Date anniversary for each month.

Scope of Services

SCOPE OF SERVICES	
CREATIVE AND DESIGN	INCLUDED
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	INCLUDED
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	INCLUDED
CONTENT MIGRATION - Migration of all content from previous site to new Craft™ 3 CMS website	INCLUDED
CRAFT™ CMS IMPLEMENTATION - Responsive design to new Craft™ 3 CMS website, includes licensing fees for 3rd party Craft non-Tempest Craft plugins	INCLUDED
TEMPEST DESTINATION SUITE FOR CRAFT™ CORE FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Core Features and functionality listed below	INCLUDED
Advanced Site Search	
Call to Action Signup	
Compliance Notification	
Deals And Coupons	
Destination Blog & Blog Authors	
Email Signup Form	
Event Calendar & Mapping	
Forms	
Hero Image Gallery - Photo & Video	
Landing Pages	



Local Business Member/Partner Listings & Mapping	
Page Level Alerts	
Page Builder & Content Widgets	
Press & Media Listings	
Saved Items & Mapping	
Sitemap	
Social Sharing & Social Icons	
Staff Directory	
Weather Feed Integration	
TEMPEST DESTINATION SUITE FOR CRAFT™ OPTIONAL FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Optional Features and functionality listed below	INCLUDED
iDSS Listings API Integration	
iDSS Events API Integration	
iDSS Forms API Integration	
iDSS Deals API Integration	
CMS TRAINING AND USER MANUALS	INCLUDED

Term and Renewal

a. Initial Term. The initial term of this SOW shall commence on the SOW Effective Date and shall continue until the conclusion of a period of three (3) years (the "Initial Subscription Period") following the Go Live Date (the "Initial Term").

b. Automatic Renewal. Unless it is stated otherwise in any subsequent duly executed SOWs, this SOW shall automatically renew for the same duration as the Initial Subscription Period upon the expiration of the Initial Term (each a "Renewal Term").

c. Notice of Non-Renewal. This SOW shall automatically renew unless either party gives written notice of its intention to terminate and not renew this SOW no later than thirty~~ninety~~ (3~~9~~0) days priorto the expiration of the Initial Term of any subsequent Renewal Term.

d. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

~~Termination by either party upon Breach. Company or Client has the right for immediate termination of this SOW and the Services upon breach of the SOW, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.~~

~~i. Termination by Tempest. Company may terminate this SOW and all Services immediately without notice if Client fails to pay Fees when due and owing or Tempest determines that Client is not in compliance with any of the material terms contained in this SOW or in the MSA.~~

e. Pricing. Company expressly reserves the right to change the rates charged hereunder for the Services at the beginning of any Renewal Term, provided that Company notifies Client of any such proposed rate increase not less than ninety ~~one hundred and twenty~~ (9~~12~~0) days prior to the commencement of any Renewal Term.

f. Subsequent SOW. Any subsequent duly executed SOW may supersede and override the terms and conditions in this section relating to the Initial Term and Renewal Term(s) if the subsequent duly executed SOW expressly states different terms and conditions relating to the Initial Term and Renewal Term(s).

Let's Get Started!

Please sign in the appropriate location ~~below, and~~below and return the signed SOW to us by fax or email.

City of Joplin, Missouri~~Visit Joplin~~

602 S Main Street

Joplin, MO 64801

Printed Name

Title / Position

Signature

Date

Tempest Interactive Media, LLC (a Member of Tempest, Inc.)

30 S. 15th St. Suite 1001

Philadelphia, PA 19102

Printed Name

Title / Position

Signature

Date

SCHEDULE D: GO LIVE DATE AGREEMENT

Tempest Interactive Media, LLC ("Company," a Member of Tempest, Inc.) as Company and City of Joplin, Missouri~~Visit Joplin~~ as Client executed the SOW dated as of February 23rd, 2021. The SOW states this document shall be delivered and executed upon establishment of Go Live Date. This Go Live Date Agreement shall become part of the SOW.

The Client and Company agree as follows:

1. Go Live Date. The Go Live Date of this SOW is_____.
2. Initial Term. The end of the Initial Term of this SOW is_____.
3. Renewal Terms. This SOW will automatically renew unless either party gives written notice of its intention to terminate and not renew this agreement no later than thirty ~~ninety~~ (3~~9~~0) days prior tothe expiration of the Initial Term or any subsequent Renewal Term.

Please sign in the appropriate location ~~below, and~~below and return the signed SOW to us by fax or mail.

City of Joplin, Missouri~~Visit Joplin~~
602 S Main Street
Joplin, MO 64801

Tempest Interactive Media, LLC
30 South 15th Street, Suite 1001
Philadelphia, PA 19102

Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

FOR REFERENCE ONLY

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 4, 2021 @ 9:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
1	**Guru Marketing** **311 Virginia Ave** **Joplin, MO 64801**	December 4, 2020	Kate DeGraff kate@kmguru.com	408.766.4878		Design to Launch Annual Hosting 3 year Total	$ 12,000 $ 1,200 $ 15,600
	Notes: 1 copy received.						
2	**Mostly Serious** **4064 S. Lone Pine** **Springfield, MO 65804**	December 23, 2020	Dalton Fischer dalton@mostlyserious.io	417.248.1444		Design to Launch Annual Hosting 3 year Total	$134,680 ?? $134,680
	Notes: 4 copies received. POC not clearly identified. Mostlyserious.io. $101,180 to $134,680.						
3	**Blue Symphony LLC** **571 E. 63rd Street #313** **Kansas City, MO 64110**	December 23, 2020	Sherry Lumpkins sherry@bluesymphony.com	816.260.8385		Design to Launch Annual Hosting 3 year Total	$106,470 $ 6,000 $124,470
	Notes: 4 copies received.						
4	**North South 804** **5412 Glenside Drive, Suite F** **Richmond, VA 23228**	December 23, 2020	Nick Jones njones@ns804.com	804.381.4877		Design to Launch Annual Hosting 3 year Total	$113,851 $ - $113,851
	Notes: 4 copies received.						
5	**Madden Media** **345 E. Toole Avenue** **Tucson, AZ 85701**	December 23, 2020	Kim Thompson kthompson@maddenmedia.com	816.873.1276		Design to Launch Annual Hosting 3 year Total	$ 52,340 $ 6,240 $ 71,060
	Notes: 4 copies received. Maddenmedia.com						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

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OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
6	**Louder Design** **8412 Spence Court** **North Richland Hills, TX 76182**	December 23, 2020	Sulen Subramaniam sulen@louderdesign.com	817.350.4647		Design to Launch Annual Hosting 3 year Total	$ 35,000 $ 7,200 $ 56,600
	Notes: 4 copies received.						
7	**Tempest** **30 South 15th Street, Suite 1001** **Philadelphia, PA 19102**	December 24, 2020	Derek Mogar derek.mogar@tempest.im	800.274.8774 x 713		Design to Launch Annual Hosting 3 year Total	$ 59,000 $ 3,200 $ 68,600
	Notes: 4 copies received. $13,000 for Craft3 platfom.						
8	**Argusoft America, Inc.** **35463 Dumbarton Court** **Newark, CA 94560**	December 24, 2020	Ram Gopalan ramgopalan@argusoft.com	510.435.0567		Design to Launch Annual Hosting 3 year Total	$ 45,000 $ 5,000 $ 60,000
	Notes: 4 copies received.						
9	**Development Counselors International** **2420 17th Street, Suite 200** **Denver, CO 80202**	December 24, 2020	Susan Brake susan.brake@aboutdci.com	859.445.1671		Design to Launch Annual Hosting 3 year Total	$ 101,354 ?? $ 101,354
	Notes: 4 copies received.						
10	**The Zimmerman Agency** **1821 Miccosukee Commons Drive** **Tallahassee, FL 32308**	December 24, 2020	Curtis Zimmerman curtis@zimmerman.com	850.668.2222		Design to Launch Annual Hosting 3 year Total	$ 64,750 $ 8,400 $ 89,950
	Notes: 4 copies received.						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 4, 2021 @ 9:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
11	**Intellicept** **6 Moyse Place, Suite 101** **Edison, NJ 08820**	December 24, 2020	Anurag Varshney management@intellicept.com	888.727.2497		Design to Launch Annual Hosting 3 year Total	$ 87,220 $ 79,200 $324,820
	Notes: 4 copies received.						
12	**Mighty Group, LLC** **933 Rose Street, 2nd Floor** **Harrisburg, PA 17102**	December 24, 2020	Stephanie Sawyer steph@AMightyGroup.com	814.270.1351		Design to Launch Annual Hosting 3 year Total	$ 10,000 $ 1,000 $ 13,000
	Notes: 4 copies received.						
13	**Debutin Infotech** **200 West Madison** **Chicago, IL**	December 24, 2020	Neena Sachdeva usdirector@debutinfotech.com	847.987.5314		Design to Launch Annual Hosting 3 year Total	$ 60,500 $ 9,999 $ 90,497
	Notes: 1 copy received.						
14	**Stealth Creative** **1027 S. main Street, #501** **Joplin, MO 64801**	December 28, 2020	Cameo Harrington charrington@stealthcreative.com	417.626.0101		Design to Launch Annual Hosting 3 year Total	$ 44,250 $ 5,600 $ 61,050
	Notes: 4 copies received.						
15	**Softsages Technology** **20 Mystic Lane, 2nd Floor** **Malvern, PA 19355**	December 28, 2020	Jiraj Ruparelia rfp@softsages.com	484.321.8314		Design to Launch Annual Hosting 3 year Total	$ 46,000 $ 7,000 $ 67,000
	Notes: 4 copies received.						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 4, 2021 @ 9:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
16	**Lanexus** **25050 Riding Plaza Suite #130** **South Riding, VA 20152**	December 28, 2020	Jesse Hall jesse.hall@lanexus.com	703.239.3683		Design to Launch Annual Hosting 3 year Total	$ 64,180 $ 13,800 $105,580
	Notes: 4 copies received.						
17	**MBB, Inc** **7820 Foster Street** **Overland Park, KS 66204**	December 28, 2020	Kieran McBride kmcbride@mbbagency.com	816.531.1992		Design to Launch Annual Hosting 3 year Total	$ 98,000 $ 1,500 $102,500
	Notes: 4 copies received.						
18	**Robertson Marketing & Branding** **705 Giblin Drive** **Iowa City, IA 52246**	December 29, 2020	Raphael Robertson raphel@robertsonbranding.co	319.621.0452		Design to Launch Annual Hosting 3 year Total	$ 48,500 $ 3,333 $ 58,499
	Notes: 4 copies received. Robertsonbranding.co						
19	**On Tap, LLC** **PO Box 8901** **Kansas City, MO 64108**	December 29, 2020	Sarah Reyes sarah@beontap.co	773.771.2735		Design to Launch Annual Hosting 3 year Total	$ 54,750 $ 4,250 $ 67,500
	Notes: 4 copies received.						
20	**Gemini Techsoft** **1067 N. Mason Road, Suite 2** **St. Louis, MO 63141**	December 29, 2020	Prabhjot Kaur info@geminitechsoft.com	314.548.2200		Design to Launch Annual Hosting 3 year Total	$296,940 $ - $296,940
	Notes: 4 copies received.						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 4, 2021 @ 9:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
21	**InfoSmart Technologies Inc.** **5400 Laurel Springs Parkway, Ste 706** **Suwanee, GA 30024**	December 29, 2020	Karun Asireddy hr@infosmarttech.com	678.584.5635 x102		Design to Launch Annual Hosting 3 year Total	$220,800 ?? $220,800
	Notes: 1 copy received. Infosmarttech.com						
22	**Truth** **150 West 84th Street, 1A** **New York, NY 10024**	December 29, 2020	Brian Flint brian@truthnyc.com	917.572.9935		Design to Launch Annual Hosting 3 year Total	$118,500 ?? $118,500
	Notes: 4 copies received.						
23	**BOBIR, LLC (Jafton)** **200 Broadway** **New York, NY 10023**	December 29, 2020	Sardor Akhmedov account@jafton.com	212.499.0000		Design to Launch Annual Hosting 3 year Total	$ 87,500 ?? $ 87,500
	Notes: 1 copy received.						
24	**CNC Consulting, Inc.** **50 east Palisade Avenue, Suite 422** **Englewood, NJ 07631**	December 29, 2020	Andy Charlery acharlery@cncconsulting.com	201.541.9121		Design to Launch Annual Hosting 3 year Total	$ 40,000 $ 4,900 $ 54,700
	Notes: 4 copies received.						
25	**Traktek Partners** **5674 NW 120th Avenue** **Coral Aprings, FL 33076**	December 29, 2020	Cyril Lemaire clemaire@traktekpartners.com	617.306.3586		Design to Launch Annual Hosting 3 year Total	$195,880 $ 5,400 $212,080
	Notes: 3 copies received.						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2021-RFP-02 BID ITEM DESCRIPTION: CVB Website design to launch, and 3 year hosting

BID OPENING DEADLINE: December 29, 2020 @ NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** January 4, 2021 @ 9:00 a.m.

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
21	**MHP / Team SI** **2300 Cottondale Lane, Suite 300** **Little Rock, AR 72202**	December 29, 2020	Lauren Rath lrath@mhpteamsi.com	501.381.5023 x162		Design to Launch Annual Hosting 3 year Total	$120,000 $ 1,980 $125,940
	Notes: 1 copy received. Infosmarttech.com						
22	**Cyfuture, Inc** **7852 Percussion Drive** **Apex, NC 27539**	December 29, 2020	Kautilya Tyagi us@cyfuture.com	888.795.2770		Design to Launch Annual Hosting 3 year Total	$ 41,056 $ 7,328 $ 63,040
	Notes: 4 copies received.						
23	**Magnett Co. LLC** **1311 Vine Street** **Cincinnati, OH 45202**	December 29, 2020	Gavin Hall hello@magnet.co	4243229059		Design to Launch Annual Hosting 3 year Total	$ 36,620 $ 2,160 $ 43,100
	Notes: 4 copies received.						
24							
	Notes:						
25							
	Notes:						

CONVENTION & VISITORS BUREAU
WEBSITE REDESIGN AND HOSTING
PRICE POINTS FOR RFP RESPONSE
January 4, 2021

	VENDOR NAME	DESIGN TO LAUNCH BID AMOUNT	ANNUAL HOSTING BID AMOUNT	ANNUAL MAINTENANCE AMOUNT	TOTAL AMOUNT OVER 3 YEARS	Cost Ranking	POINTS FOR COST	CRM INTRGRATION w/ iDSS	EXPERIENCE TOURISM WEBSITES	REFERENCES	METHODOLOGY TIMELINE	STAFF PRESENTATION	TOTAL SCORE	Evaluation Ranking	
								20	10	10	5	5			
1	Mighty Group, LLC	$ 10,000	$ 1,000	$ -	$ 13,000	1	30.0	15	2	4	2	3	56	3	
2	Guru Marketing	$ 12,000	$ 600	$ 600	$ 15,600	2	29.0	0	0	2	0	1	32	12	
3	Magnet Co, LLC	$ 36,620	$ 1,080	$ 1,080	$ 43,100	3	28.0	0	4	5	3	2	42	9	
4	CNC Consulting, Inc	$ 40,000	$ 2,900	$ 2,000	$ 54,700	4	27.0	3	0	1	2	1	34	11	
5	Louder Design	$ 35,000	$ 3,600	$ 3,600	$ 56,600	5	26.0	12	7	2	3	3	53	4	
6	Robertson Marketing & Branding	$ 48,500	$ 3,333	$ -	$ 58,499	6	25.0	8	0	3	2	3	41	10	
7	Argusoft America, Inc	$ 45,000	$ 5,000	$ -	$ 60,000	7	24.0	14	3	3	4	3	51	5	
8	Stealth Creative	$ 44,250	$ 3,600	$ 2,000	$ 61,050	8	23.0	13	5	4	3	2	50	7	Intv
9	Cyfuture, Inc	$ 41,056	$ 1,200	$ 6,128	$ 63,040		22.0	0	2	2	2	3	31		
10	Softsages Technology	$ 46,000	$ 6,000	$ 1,000	$ 67,000	9	21.0	12	3	5	2	2	45	8	
11	On Tap, LLC	$ 54,750	$ 4,250	$ -	$ 67,500	10	20.0	14	6	5	3	3	51	5	Intv
12	Tempest	$ 59,000	$ 1,200	$ 2,000	$ 68,600	11	19.0	20	10	10	5	5	69	1	Intv
13	Madden Media	$ 52,340	$ 6,240	$ -	$ 71,060	12	18.0	13	10	9	5	4	59	2	
14	BOBIR, LLC (Jafton)	$ 87,500	$ -	$ -	$ 87,500		14.0	0	0	0	0	0	14		
15	The Zimmerman Agency	$ 64,750	$ 1,200	$ 7,200	$ 89,950		13.0	16	8	10	5	5	57		
16	Debutin Infotech	$ 60,500	$ 9,999	$ -	$ 90,497		12.0	12	0	0	0	2	26		
17	Development Counselors Int'l	$ 101,354	$ -	$ -	$ 101,354		11.0	0	0	0	0	0	11		
18	MBB, Inc	$ 98,000	$ 1,500	$ -	$ 102,500		10.0	0	0	0	0	0	10		
19	Lanexus	$ 64,180	$ 1,800	$ 12,000	$ 105,580		9.0	13	0	0	5	0	27		
20	North South 804	$ 113,851	$ -	$ -	$ 113,851		8.0	0	0	0	0	0	8		
21	Truth	$ 118,500	$ -	$ -	$ 118,500		7.0	0	0	0	0	0	7		
22	Blue Symphony	$ 106,470	$ 6,000	$ -	$ 124,470		6.0	0	0	0	0	0	6		
23	MHP / Team SI	$ 120,000	$ 1,980	$ -	$ 125,940		5.0	0	0	0	0	0	5		
24	Mostly Serious	$ 134,680	$ -	$ -	$ 134,680		4.0	0	0	0	0	0	4		
25	Traktek Partners	$ 195,880	$ 5,400	$ -	$ 212,080		3.0	0	0	0	0	0	3		
26	InfoSmart Technologies, Inc	$ 220,800	$ -	$ -	$ 220,800		2.0	0	0	0	0	0	2		
27	Gemini Techsoft	$ 296,940	$ -	$ -	$ 296,940		1.0	0	0	0	0	0	1		
28	Intellicept	$ 87,220	$ 79,200	$ -	$ 324,820		0.0	0	0	0	0	0	0		

Fee Rating Based on the Following:
Base Bid Only, plus any additional fees for travel, supply costs.
- Maximum Points = 30
- Lowest Conforming Bid = $13,000
- Highest Conforming Bid = $324,820
- Therefore: $13,000 = 30 Points and $324,820 = 0 Points
- Rating is Based on the Relationship Between $13,000 and $324,820

Green = $81K or less
is = $60K launch
& $7K annual host
over 3 yr contract

DQ=off-shore hosting

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-601. This Council Bill approves the Agreement between Tempest and the City of Joplin for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

MEETING DATE:

Monday, March 15, 2021.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

This agreement is for continued use of Tempest, *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau, not to exceed price of Fifteen Thousand dollars ($15,000.00, $5,000 per year), through the 2024 fiscal year.

A portion of the CVB's annual budget is dedicated for this agreement.

BACKGROUND:

This CRM software has been in use by the Joplin CVB since 2015. This request is to align the agreement/payment schedule with the VisitJoplinMO.com website agreement, from the same vendor, through the 2024 fiscal year.

This CRM software serves two primary functions:

1) Management of the VisitJoplinMO.com content, updates, and guest request.
    - Track individual inquiries from walk-ins, phone, or emails and report on where the inquiry originated
    - Provides the ability to launch sales promotions directly to potential visitors in a geographic area or as part of a special interest group
    - Generate mailing labels for fulfilling brochure or information requests
    - Import lists from advertising campaigns or tradeshows into the visitor center/prospect module
2) Accounts management for the Director of Sales:

    Convention/Meeting Sales:

    - Provides hotels access to leads, updates, definite bookings, and cancellations
    - Interacts with local hotel market

- Local hotel sales staff can respond electronically with room blocks and rates
- Manage how industry partners interaction with clients and events
- Manage partner content (hotels, restaurants, events, attractions)

Convention/Meeting Services:

- Tracks timelines, follow-up, and schedule of services, automatic
- Provides complete history of hotel room activity from blocking to final pick up
- Provides hotel access to leads, updates, definite bookings, and cancellations

This software is among the leading management software within the travel and leisure industry. In 2014, the Tempest *iDSS Cyclone* CRM software was selected through the City's bid process. This agreement extends this service with no increase in price.

FUNDING SOURCE:

Funding to support this agreement is included in the CVB's budget annually.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Council Bill No. 2021-601

Tempest CRM agreement

COUNCIL BILL NO. 2021-601 ORDINANCE NO.

AN ORDINANCE approving an Agreement between Tempest and the City of Joplin for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau.

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

Section 1. That the Agreement with Tempest is for continued use of *iDSS Cyclone* Customer Relationship Management (CRM) software by the Convention & Visitors Bureau, not to exceed price of Fifteen Thousand dollars ($15,000.00, $5,000 per year), through the 2024 fiscal year.

A portion of the CVB's annual budget is dedicated for this agreement.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of March 2021.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney

SCHEDULE A: IDSS CYCLONE STATEMENT OF WORK

Background

This Statement of Work ("SOW") is dated February 22, 2021 ("SOW Effective Date") by and between The City of Joplin, Missouri ("Client") and iDSS Global LLC ("Company," a Member of Tempest, Inc.) pursuant to the Master Services Agreement with the MSA Effective Date of April 1, 2021 between the client and the Company (the "Agreement" or "MSA"). The parties agree that this SOW, along with the MSA and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by the Company.

The Parties further agree that the MSA shall control in the event of any inconsistencies between this or any other Statement of Work and the MSA, unless the SOW otherwise specifically overrides the MSA pursuant to Section 1.2 of the MSA.

Definitions

a. "Client Support" means Company acknowledgement and response to telephone calls and emails from Client asking questions about iDSS Cyclone or requesting help in using iDSS Cyclone.

b. "Fees" means the fees for the license to use the iDSS Cyclone and for the Services as set forth in the Fee Schedule.

c. "Standard Reports" means the standard reports available in the iDSS Cyclone for use by Client.

d. "Users" means anyone logging into and using the iDSS Cyclone.

e. "Email Credit" means one email credit is equal to one email sent to one email recipient from iDSS Cyclone through the iDSS Email Campaigns Feature.

f. "iDSS Legacy Version" means iDSS Version 8 or other prior versions.

g. "iDSS Cyclone" means iDSS Cyclone Version 1

Fee Schedule

ONGOING COSTS (recurring on a quarterly basis)	
iDSS CYCLONE SUBSCRIPTION FEE	$1,250.00 PER QUARTER
TOTAL ONGOING COSTS:	$1,250.00 PER QUARTER

iDSS Cyclone Subscription Fee

a. iDSS Cyclone Subscription Fee. Through payment of this fee, the Client has the right to continued use of iDSS Cyclone during the Initial term and any Renewal Term. The first $1,250.00 (quarterly iDSS Cyclone Subscription Fee) will be due on February 22nd, 2021 and will be billed in advance of that date. This fee includes regular upgrades and client support. The iDSS Cyclone fee is locked in for the Initial Term period with the exception of adding users. Company shall send an invoice for iDSS Cyclone Subscription Fee at the SOW Effective Date. iDSS Cyclone Subscription Fees will be billed in advance of the SOW Effective Date anniversary for each year.

Professional Services

Company provides the following professional services beyond the scope of this SOW at the rates outlined in the fee schedule.

a. Consulting Services**.** Company offers best practice consulting to assist Client in streamlining processes, auditing internal processes, and reinforcing best practices. Company offers this additional professional service at the rate outlined in the fee schedule. This service can be performed on-site with a minimum of eight (8) hours and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1. This service can also be performed remotely, billable by the hour with a minimum of four (4) hours.

b. Custom Report Development Services. Company makes available a wide variety of standard reports included in iDSS Cyclone. Company may also prepare custom reports if Client requests at their expense. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin development of the report

upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

c. Custom Feature and Integration Development Services**.** Company offers this additional professional service at the rate outlined in the fee schedule. If the requested feature is a possible customization, Company will begin customizing the feature upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

d. Creative and Design Services. Company offers additional Creative and Design services beyond what is covered in the Scope Of Services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the Creative and Design services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

e. Data Update, Transformation, and Cleansing Services. Company offers additional Data Updates, Transformation and Cleansing services beyond what is covered in the scope of services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the data update, transformation, and cleansing services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

f. Email Credits. iDSS Cyclone includes the iDSS Email Campaigns feature that allows users to design and distribute email campaigns. Email Credits can be purchased in blocks of 50,000 Email Credits at the rate outlined in the fee schedule. Email overage charge of $.0125 per email credit will be assessed if insufficient email credits are available at the time of email campaign delivery. Licensing of this feature requires agreement to Schedule E: Anti Spam Policy.

g. Onsite Training. Company offers additional onsite training beyond what is covered in the scope of services in this SOW. Company offers this additional onsite training at the rate outlined in the fee schedule. Additional training can be performed onsite with a minimum of one (1) day and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1.

Scope of Services

SCOPE OF SERVICES	
iDSS CYCLONE CORE SUBSCRIPTION (including iDSS Email Campaigns (10,000 annual Email Credits, iDSS Extranet)	INCLUDED

Term and Renewal

1. Initial Term. The initial term of this SOW shall commence on the SOW Effective Date and shall continue until the conclusion of a period of three (3) years (the "Initial Subscription Period").

2. Automatic Renewal. Unless it is stated otherwise in any subsequent duly executed SOWs, this SOW shall automatically renew for the same duration as the Initial Subscription Period upon the expiration of the Initial Term (each a "Renewal Term").

3. Notice of Non-Renewal. This SOW shall automatically renew unless either party gives written notice of its intention to terminate and not renew this SOW no later than thirty (30) days prior to the expiration of the Initial Term of any subsequent Renewal Term.

4. Termination. Either party may terminate this SOW, without cause, on thirty (30) days' prior written notice to the other party.

5. Pricing. Company expressly reserves the right to change the rates charged hereunder for the Services at the beginning of any Renewal Term, if Company notifies Client of any such proposed rate increase not less than ninety (90) days prior to the commencement of any Renewal Term.

SCHEDULE B: ANTI-SPAM POLICY

Company requires all clients to certify their compliance with the following Anti-Spam policy as well as the opt-in status of email distribution lists.

Your use of the iDSS Cyclone must comply with all applicable laws. This includes laws applicable to you and also laws applicable to Tempest and the recipient of each Email. Examples of applicable laws include laws relating to spam or

unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

Your use of iDSS Cyclone must follow all applicable guidelines established by Company. The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the iDSS Email Campaigns:

- Using non-permission-based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com). Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list.
- Failing to comply with any request from a recipient to be removed from your mailing list within ten (10) days of receipt of the request. Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email your valid physical mailing address or a link to that information.
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

Let's Get Started!

Please sign in the appropriate location below and return the signed SOW to us by email.

City of Joplin, Missouri 602 S Main Street Joplin, MO 64801	iDSS Global, LLC (a Member of Tempest, Inc.) 30 S. 15th St. Suite 1001 Philadelphia, PA 19102
Printed Name	Printed Name
Title / Position	Title / Position
Signature	Signature
Date	Date

101st General Assembly, 1st Regular Session

HB 920

Filed	In Committee	Floor Action	Sent to Senate	Truly Agreed	Sent to Governor

Modifies the date of municipal elections

Sponsor: Baker, Ben (160)

Proposed Effective Date: Varies

LR Number: 0329H.01I

Last Action: 03/08/2021 - Placed on the Informal Perfection Calendar (H)

Bill String: HB 920

Next House Hearing: Hearing not scheduled

Calendar: HOUSE BILLS FOR PERFECTION - INFORMAL

Co-Sponsors | Actions | Hearings

HB920

Date	Jrn Pg	Activity Description
1/26/2021	H 381	Introduced and Read First Time (H)
1/27/2021	H 398	Read Second Time (H)
1/28/2021	H 426	Referred: Downsizing State Government(H)
2/03/2021		Public Hearing Completed (H)
2/10/2021		Executive Session Completed (H)
2/10/2021		Voted Do Pass (H)
2/10/2021	H 547	Reported Do Pass (H) - AYES: 9 NOES: 3 PRESENT: 0
2/10/2021	H 547	Referred: Rules - Administrative Oversight(H)
2/18/2021		Executive Session Completed (H)
2/18/2021		Voted Do Pass (H)
2/22/2021	H 662	Reported Do Pass (H) - AYES: 6 NOES: 4 PRESENT: 0
3/08/2021	H 865	Placed on the Informal Perfection Calendar (H)

The activity can be referenced in the House or Senate Journal. The JRN PG column indicates the H-House or S-Senate journal printed for that activity date and the page number for the activity.

Bill Text

0329H.01I Introduced

Bill Summary

Σ HB0920I Introduced

Σ HB0920C Committee

Testimony

Witnesses

Fiscal Note

0329H.01I.ORG