COUNCIL AGENDA
March 16, 2015
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance
2. **Roll Call**
3. **Presentations**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
6. **Citizen Requests And Petitions**
7. **Public Hearings**
8. **Consent Agenda**
   1. Minutes Of The March 2, 2015 Council Meeting

      Documents: MAR 2, 2015.DOCX
9. **Resolutions**
10. **Ordinances - Emergency**
    1. COUNCIL BILL NO. 2015-119
       AN ORDINANCE approving a contract with APAC – Missouri Inc. in the amount of One Million Nine Hundred Eighty Seven Thousand One Hundred Ninety Five and 80/100 Dollars ($1,987,195.80) for the Zora Widening project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause

       Documents: BID TAB FORM.PDF, ZORA_HIGHVEW_MISSOURI_LOCATION MAP.PDF, SUMMARY SHEET ZORA CB 2015-119.PDF, CB 2015- 119 ZORA.PDF
    2. COUNCIL BILL NO.2015-603
       Council Bill 2015-603; authorizing the City of Joplin to enter into an agreement with the Ozark Center for the purpose of providing services to the City of Joplin Mental Health Court.

       Documents: 2015-603 DOJ MOU FREEMAN HEALTH SYSTEMS MENTAL HEALTH COURT.PDF, CB2015-603 SUMMARY SHEET.PDF, CB2015-603 COUNCIL BILL.PDF
11. **Ordinances - First Reading**
12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. NEWS FROM THE PIO
    2. 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

litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. 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.

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at _____ p.m. on this the __ day of _____, _____. (RSMo 610.020)

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES March 2, 2015

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael Seibert.

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

FLAG SALUTE – led by Dr. Rosenberg

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Mayor Michael Seibert, Gary Shaw; and Mike Woolston. Absent: Ryan Stanley. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Mr. Woolston, Second by Mrs. Lewis to excuse Mr. Stanley. 8-0. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Shaw, Seibert, and Woolston 8. Nays: 0. Absent: 1, Stanley.

PRESENTATIONS - A proclamation recognizing March 2, 2015 as NEA's *Read Across America Day* was presented to Crystal Stokes. Accompanying Ms. Stokes was the Cat in the Hat and Thing 1 and Thing 2. Ms. Stokes expressed her thanks for supporting the schools and encouraged everyone to take time to volunteer at local schools to read to children and to read to their own children.

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Rebekah Oehring, 1809 Connor, Clinical Director, Lafayette House, addressed Council regarding the proposed municipal domestic violence ordinance. She stated she is favors this proposal because it will provide better tracking of the incidence of domestic violence in our community and we can know more of what we need to do with that information. The ordinance would also provide a record of history of events for the victims which can better prepare them to ask for ways of protection for themselves and their children. It also allows for an opportunity of early intervention and provide education and support for the victims.

A second Request to Address Council was presented to the City Clerk prior to the start of the meeting. A motion by Mr. Woolston, Second by Mr. Scearce to allow Brad Baird to address Council. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Shaw, Seibert, and Woolston 8. Nays: 0. Absent: 1, Stanley.

Brad Baird, 1360 S. Kensor, Joplin, requested to address Council regarding Senate Bill 351, which relates to transportation network companies. He asked if the city attorney could review the

bill between now and the next council meeting to determine how it pertains to our city laws regarding public transportation. Mr. Baird stated there is a new trend around the country in anyone with a cell phone can use his car as a taxi service. Brad said this bill states the city cannot enact any fees in regards to this type of service. He thinks there are also safety and liability insurance issues involved and urged Council to review it carefully. Mr. Scearce asked if the city attorney would review the bill and advise Council if any action needs to be taken, because it involves our citizens. City Attorney Peter Edwards said he would do so.

PUBLIC HEARINGS

CONSENT AGENDA - Motion by Mr. Shaw, Second by Mr. Scearce to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Shaw, Seibert, and Woolston 8. Nays: 0. Absent: 1, Stanley.

Minutes of the February 17, 2015 Council Meeting

ORDINANCES-EMERGENCIES

Dr. Rosenberg introduced Council Bill No. 2015-002. Motion by Dr. Rosenberg, Second by Mrs. Colbert-Kean that Council Bill No. 2015-002 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Shaw, Seibert and Woolston 7. Nays: 0. Absent: 1, Stanley. Abstention: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-036

AN ORDINANCE AN ORDINANCE amending Chapter 82, Offenses and Miscellaneous Provisions, Article III, Offenses Against Public Peace, and enacting a new Section 82-82, Domestic Assault., of the Joplin City Code; and, containing an emergency clause.

Motion by Mr. Woolston, Second by Mr. Shaw to Strike Council Bill No. 2015-114 from the agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Shaw, Seibert and Woolston 8. Nays: 0. Absent: 1, Stanley.

Council Bill No. 2015-114 was Stricken from the Agenda.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, for the construction of storm water improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

Mr. Scearce introduce Council Bill No. 2015-115. Motion by Mr. Scearce, Second by Dr. Rosenberg that Council Bill No. 2015-115 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Shaw, Seibert and Woolston 8. Nays: 0. Absent: 1, Stanley.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-037.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, for the construction of storm water improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2015-116. Motion by Mr. Shaw, Second by Dr. Rosenberg that Council Bill No. 2015-116 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Shaw, Seibert and Woolston 8. Nays: 0. Absent: 1, Stanley.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-038.

AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Seven Hundred Forty Eight Thousand Eight Hundred Twenty Seven and 57/100 Dollars ($748,827.57) for the 32nd Street & Arizona Avenue Regional Detention Basin project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2015-117**.** Motion by Dr. Rosenberg, Second by Mrs. Lewis that Council Bill No. 2015-117 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Stanley.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-039

AN ORDINANCE approving an agreement for Allgeier, Martin & Associates for Sixty Eight Thousand and no/100 Dollars ($68,000.00) for Consultant Services for the Storm Sewer System Repairs in the non-CDBG-DR-eligible area of the recovery zone project and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2015-118. Motion by Mr. Scearce, Second by Mr. Shaw to approve Council Bill No. 2015-118 on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Stanley.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-040

AN ORDINANCE approving an agreement for Allgeier, Martin & Associates for One Hundred Seven Thousand Eight Hundred and no/100 Dollars ($107,800.00) for Consultant Services for the 15th & Highview Drainage System Repair and Replace project and containing an emergency clause.

NEW BUSINESS

BOARDS AND COMMISSIONS APPOINTMENTS:

The following appointments were approved by the City Council:

Board of Adjustment/Alternate: De'Shannon Shabazz

CVB-At Large: David Crocker

City Tree: Diana Fauss and Aaron Hayes
NEWS FROM THE PIO.
The Statewide Tornado Drill will be held at 1:30 p.m. tomorrow, Tuesday March 3. We encourage all residents to use this drill as an opportunity to plan and prepare for a real emergency. This is a good time to discuss sheltering plans with your family, and to ensure you have a working battery operated radio and flashlights, along with other necessary supplies in your designated "safe place."

Although today's weather outside may not look like it, March begins the "tornado season" and we encourage all citizens to have a plan to keep their family safe during the upcoming storm season. For more information about sheltering and preparation, please go to our website at www.joplinmo.org and click on the Emergency Management department for details.

There has been a SLIGHT change in the tornado siren testing procedure for Joplin. We have changed the day that we audibly test our sirens to the SECOND WEDNESDAY. Please know that the test will occur at 10 a.m. on the second Wednesday of every month, starting with Wednesday, March 11. The test will sound the sirens for three minutes. Sirens will not be tested if skies are overcast, thunderstorms are predicted, or in freezing weather. We encourage citizens to please listen to their NOAA Weather Radio or other info source during storm events.

Joplin Parks and Recreation has announced numerous programs recently for those interested in various sports and recreational activities – either for themselves or for their children. Activities range from adult softball to middle school soccer to programs for preschoolers. To check out the various programs starting soon go to www.joplinparks.org and see what all the excitement is about this spring. Residents can also contact them at the Joplin Athletic Complex at 417-625-4750.

City Manager Sam Anselm commended Police Chief Burns and his department, Fire Chief Furgerson and his department, and the many volunteers who assisted in the successful search of a 12 year old local boy who was found and safely returned to his home.

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 as set forth in Section 610.021(1) RSMo, as amended, 2014. 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. Woolston, Second by, Mr. Shaw, to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Shaw, Seibert and Woolston. 8. Nays: 0. Absent: 1, Stanley.

There being no further business the meeting adjourned at 6:50 p.m.

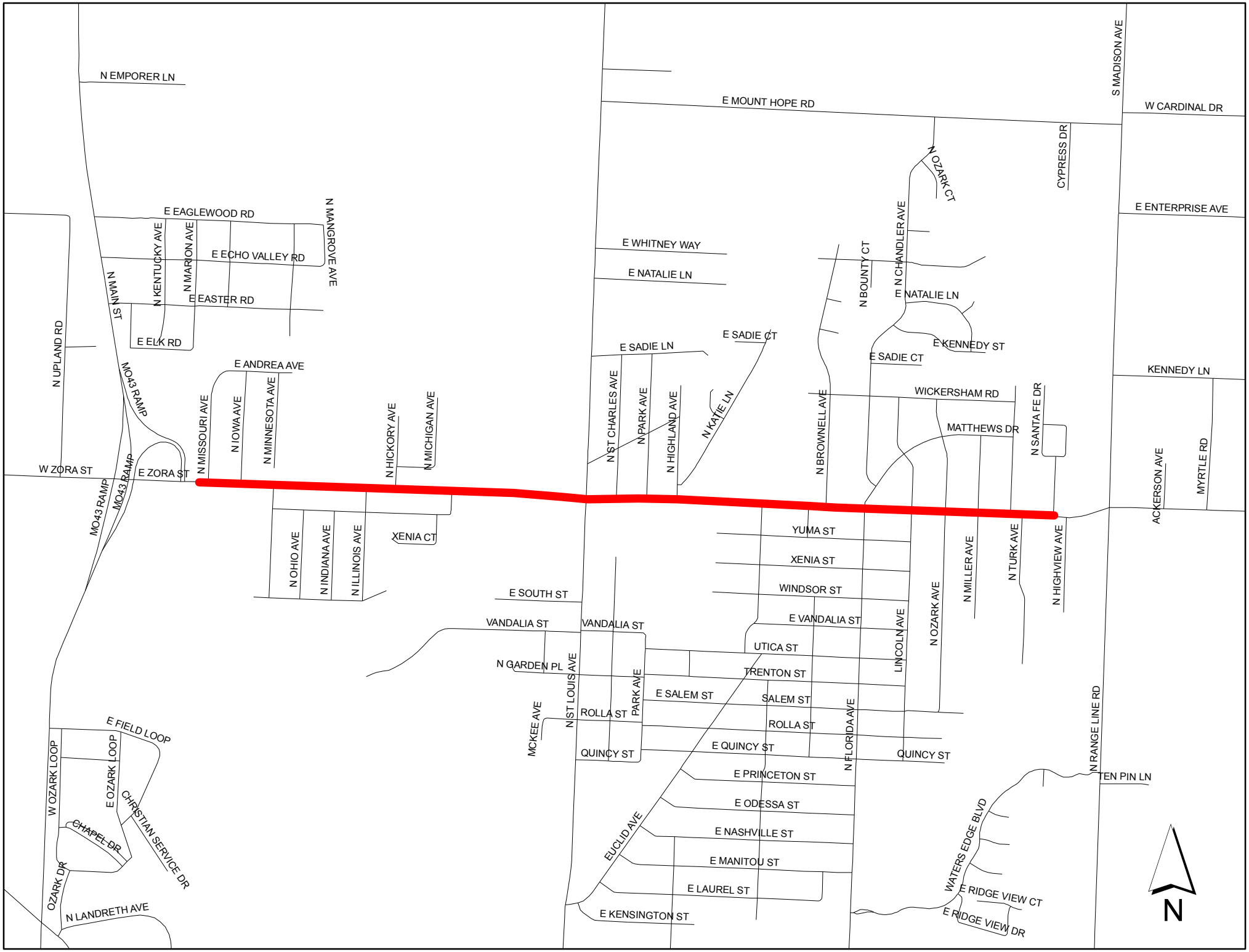
Respectfully submitted,

Barbara J. Gollhofer, Assistant City Clerk

BID TABULATION

PROJECT: Zora Widening
DATE OF BID OPENING: March 3, 2015

CONTRACTOR	BID
APAC	1,987,195.80
Jeff Asbell	2,053,526.92
Emery Sapp	2,176,115.66
Bennett	2,183,180.75
Sprouls	2,327,614.49
Southard	2,617,906.65
Crossland Const	2,690,078.65
Engineering Estimate	2,012,798.08


N EMPORER LN
E MOUNT HOPE RD
S MADISON AVE
W CARDINAL DR
CYPRESS DR
N OZARK CT
E ENTERPRISE AVE
E EAGLEWOOD RD
N MANGROVE AVE
N KENTUCKY AVE
N MARION AVE
E ECHO VALLEY RD
E WHITNEY WAY
E NATALIE LN
N BOUNTY CT
N CHANDLER AVE
E NATALIE LN
N MAIN ST
E EASTER RD
E ELK RD
N UPLAND RD
MO43 RAMP
E SADIE LN
E SADIE CT
E KENNEDY ST
E SADIE CT
KENNEDY LN
E ANDREA AVE
N MISSOURI AVE
N IOWA AVE
N MINNESOTA AVE
N HICKORY AVE
N MICHIGAN AVE
N ST CHARLES AVE
N PARK AVE
N HIGHLAND AVE
N KATIE LN
N BROWNELL AVE
WICKERSHAM RD
N SANTA FE DR
MATTHEWS DR
ACKERSON AVE
MYRTLE RD
W ZORA ST
E ZORA ST
MO43 RAMP
MO43 RAMP
XENIA CT
N OHIO AVE
N INDIANA AVE
N ILLINOIS AVE
YUMA ST
XENIA ST
WINDSOR ST
E VANDALIA ST
N MILLER AVE
N TURK AVE
N HIGHVIEW AVE
E SOUTH ST
VANDALIA ST
VANDALIA ST
N GARDEN PL
UTICA ST
TRENTON ST
LINCOLN AVE
N OZARK AVE
N ST LOUIS AVE
PARK AVE
E SALEM ST
SALEM ST
MCKEE AVE
ROLLA ST
ROLLA ST
N FLORIDA AVE
QUINCY ST
E QUINCY ST
QUINCY ST
N RANGE LINE RD
E PRINCETON ST
TEN PIN LN
E ODESSA ST
E FIELD LOOP
W OZARK LOOP
E OZARK LOOP
CHRISTIAN SERVICE DR
CHAPEL DR
EUCLID AVE
E NASHVILLE ST
WATERS EDGE BLVD
E MANITOU ST
OZARK DR
E LAUREL ST
E RIDGE VIEW CT
N LANDRETH AVE
E KENSINGTON ST
E RIDGE VIEW DR
N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 16, 2015
Council Bill No. 2015-119

Item: Construction Contract for the Zora Widening Project.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Map
3) Council Bill No. 2015-119

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Construction Contract with APAC-Missouri Inc. in the amount of One Million Nine Hundred Eighty Seven Thousand One Hundred Ninety Five and 80/100 Dollars ($1,987,195.80) for the Zora Widening project.

Background:
The widening of Zora from 3 land to 5 lane from Highview to Missouri Avenue is a part of the voter approved 2005-2014 Capital Improvement Sales Tax program. The initial planning was begun in the 1990's. The projects have been phased to provide connectivity from the east to the west part of town for the northern part of the community.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on March 3, 2015 with 7 firms bidding and APAC Missouri Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with APAC Missouri Inc. in the amount of One Million Nine Hundred Eighty Seven Thousand One Hundred Ninety Five and 80/100 Dollars ($1,987,195.80) for the Zora Widening project.

COUNCIL BILL NO. 2015- 119 ORDINANCE NO.

AN ORDINANCE approving a contract with APAC – Missouri Inc. in the amount of One Million Nine Hundred Eighty Seven Thousand One Hundred Ninety Five and 80/100 Dollars ($1,987,195.80) for the Zora Widening project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to APAC – Missouri Inc. in the amount of One Million Nine Hundred Eighty Seven Thousand One Hundred Ninety Five and 80/100 Dollars ($1,987,195.80) for the Zora Widening project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax, Account Number 145-4565-520-8650 Project number TC0512.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

RECIPIENT AGREEMENT
BETWEEN
THE CITY OF JOPLIN
AND
FREEMAN HEALTH SYSTEM

THIS AGREEMENT entered this _____ day of _____, 2015 by and between the City of Joplin (herein called the "Grantee") and Freeman Health System (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under the FY 13 Justice and Mental Health Collaboration Program: Planning & Implementation; and

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

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

I. SCOPE OF SERVICE

The Recipient will be responsible for administering a Department of Justice Office of Justice Programs ("DOJ OJP") Mental Health Collaboration Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds, including administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Such program will include the following activities eligible under the DOJ OJP Mental Health Collaboration Program:

A. Program Delivery

Activity: Provide assistance with funds for the treatment of participants in the Joplin Mental Health Court pursuant to DOJ OJP Mental Health Collaboration Program award number 2014-MO-BX-0015.

B. General Administration

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

C. Compliance with Grant Requirements

Recipient shall comply with all requirements specified in the DOJ OJP award of grant packet, attached hereto as Exhibit A, including:

Recipient shall comply with all federal civil rights law as specified in the DOJ OJP award of grant packet, including:

- Ensuring Access to Federally Assisted Programs
- Enforcing Civil Rights Laws
- Providing Services to Limited English Proficiency (LEP) Individuals
- Ensuring Equal Treatment for Faith-Based Organizations
- Using Arrest and Conviction Records in Making Employment Decisions
- Complying with the Safe Streets Act
- Meeting the EEOP Requirement
- Meeting the Requirement to Submit Findings of Discrimination
- Ensuring the Compliance of Subrecipients

Recipient shall comply with the "Special Conditions" numbered one ("1") through twenty-six ("26") specified in the DOJ OJP award of grant packet.

Recipient shall comply with the "Categorical Exclusion for City of Joplin" numbered one ("1") through five ("5") specified in the DOJ OJP award of grant packet.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the 1st day of April, 2015 and end on the 31st day of March, 2017.

Funds allow for pre-agreement costs that are deemed eligible to date back to the Time of Performance previously mentioned. Funds will not be available to the Recipient after the completion date, unless otherwise approved by Grantee. Funds will not be available in excess of the amount of the grant.

III. BUDGET

The grantee will provide funding to the Recipient for not more than Two Hundred Fifty Thousand Dollars and 00/100 cents ($250,000.00) to assist in providing treatment to participants in the Joplin Municipal Mental Health Court. Recipient is bound by the budget specified by the DOJ OJP in the award of grant packet, attached hereto as Exhibit A. Any deviations by Recipient from the budget specified by the DOJ OJP in the award of grant packet shall be the responsibility of Recipient, solely. In the event that grant funding is terminated prior to the expiration of this Agreement, this Agreement shall be terminated at that time.

IV. PAYMENT

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

Two Hundred Fifty Thousand Dollars and 00/100 cents ($250,000.00)

Draw downs for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Payments will be paid on a reimbursement basis by the Grantee contingent upon proper documentation and compliance with the budget specified by the DOJ OJP in the award of grant packet, attached hereto as Exhibit A.

Recipient shall submit an invoice with proper documentation to Grantee every 30 days. Grantee shall issue reimbursement to Recipient within 30 days of receipt of invoice, subject to proper documentation and Recipient's compliance with the budget specified by the DOJ OJP in the award of grant packet.

Although Grantee is authorized to reimburse up to Two Hundred Fifty Thousand Dollars and 00/100 cents ($250,000.00), Grantee is not obligated to engage Recipient for any amount of services.

V. NOTICES

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

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

Grantee

Name: Shane Dotson
Title: Jail Administrator
Joplin Police Department

Grantee: City of Joplin
602 South Main Street
Joplin, Missouri 64801
Phone: (417) 624-0820
Fax: 1-417-625-4738

Recipient

Name: Mary Parrigon
Title: Chief Operating Officer
Ozark Center

Recipient: Freeman Health Systems – Ozark Center
P.O. Box 2526
1105 East 32nd Street
Joplin, Missouri, 64804
Phone: (417) 347-7600
Fax: (417) 347-7608

VI. GENERAL CONDITIONS

A. General Compliance

All activities funded with DOJ OJP funds must adhere to the requirements referenced in the award of grant packet for project number 2014-MO-BX-0015, attached hereto as Exhibit A. 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.

VI. INDEMNITY

The Recipient covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Recipient's performance of services under this Agreement.

VII. TERMINATION

The Grantee may terminate this Agreement by giving thirty (30) days written notice to Recipient.

VIII. CHOICE OF LAW AND VENUE

This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

IX. SEVERABILITY

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

X. SECTION HEADINGS AND SUBHEADINGS

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

XI. WAIVER

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

XII. ENTIRE AGREEMENT

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

Date: March ____, 2015

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

City of Joplin, Missouri A Municipal Corporation	Freeman Health System
_____	_____
Samuel L. Anselm City Manager	Paula Baker CEO

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is Paula Baker and I am the CEO of Freeman Health Systems. 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.

_____
Paula Baker, Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2013.

_____
Notary Public

My commission expires:

_____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: March 16th, 2015
ITEM: Council Bill No. 2015-603; authorizing the City of Joplin to enter into an agreement with the Ozark Center for the purpose of providing services to the City of Joplin Mental Health Court.

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2015-603; Recipient Agreement.

DEPARTMENT HEAD:	Jason B. Burns
CITY MANAGER:	Sam L. Anselm
CITY ATTORNEY:	Peter C. Edwards
FINANCE DIRECTOR:	Leslie Haase

INTRODUCTION:

This Council Bill approves an agreement between the City of Joplin and the Ozark Center to provide Mental Health Service to inmates of the Joplin Municipal Jail.

SUMMARY/DISCUSSION:

The City of Joplin was recently awarded a federal grant in the amount of $250,000 for two (2) years to initiate a Mental Health Court. This grant is in collaboration with the Ozark Center, who will be performing a variety of Mental Health Service's to inmates that have entered into the Mental Health Court system. The Ozark Center will submit monthly invoices to the City of Joplin to cover the cost of services provided under the grant. The City of Joplin will track and submit reimbursements to the Department of Justice for recovery of monies paid to the Ozark Center during the grant period. The Ozark Center and the City of Joplin will coordinate all reports and submit them in a timely manner to the Department of Justice.

RECOMMENDATION:

Due to its effect on public safety and health, staff recommends this Council Bill be passed on an emergency basis.

COUNCIL BILL NO. 2015-603 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Ozark Center for the purpose of providing services to the City of Joplin Mental Health Court, and containing an emergency clause.

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

WHEREAS, The City of Joplin was recently awarded a federal grant in the amount of $250,000 for two (2) years to initiate a Mental Health Court; and

WHEREAS, The City of Joplin desires to partner with the Ozark Center as the sub-recipient of grant funds for the performance of a variety of Mental Health Services for eligible offenders participating in the Mental Health Court and enter into a Subrecipient Agreement outlining the parties' duties and responsibilities;

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

Section 1. That the Subrecipient Agreement by and between the City of Joplin, Missouri, and the Ozark Center, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be approved in the same or substantially similar form.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval. Specifically, this is a time-sensitive project designed to offer mental health services to eligible offenders as soon as possible.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney