JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JULY 6, 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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. MML Update-Diane Reid Adams
   2. Health Dept. Update
   3. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2021-273
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District C-O (Non-Retail Commercial) property as described below and located 1827 & 1831 S Wall Ave, City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-273 MINUTES.PDF
CB 2021-273 STAFF REPORT.PDF
CB 2021-273 SUMMARY.PDF
CB 2021-273.PDF

3. CASE NO. 030-21
   Case 030-21 - 1917 Carolyn Pl. – A request to review the site plan for future office development – CASA

   Documents:

   CASE 030-21 MINUTES.PDF
   CASE 030-21 STAFF REPORT.PDF
   CASE 030-21 SUMMARY.PDF
   SITE PLAN - CASA.PDF

8. **Consent Agenda**

   1. Minutes Of The June 21, 2021 City Council Meeting (Draft)

      Documents:

      CITY COUNCIL MEETING MINUTES JUN 21.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2021-450
       AN ORDINANCE authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to One-Hundred Thousand, Sixty Dollars, no Cents, ($100,060.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

       Documents:

       CB2021-450-SUMMARY SHEET.PDF
       CB2021-450-COUNCIL BILL.PDF
       CB2021-450 SUPPLEMENTAL ITEM CONTRACT.PDF

    2. COUNCIL BILL NO. 2021-451
       AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to One Hundred Eighty-Two Thousand, Nine Hundred Thirteen Dollars and no Cents, ($182,913.00); and, authorizing the City

Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2021-451-SUMMARY SHEET.PDF
CB2021-451-COUNCIL BILL.PDF
CB2021-451-SUPPLEMENTAL ITEM CONTRACT.PDF

3. COUNCIL BILL NO. 2021-605

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with All-American Pride LLC, in the amount of Two Hundred Twenty Thousand 00/100 Dollars ($220,000.00) for construction services and installation of an automated diesel fuel system with Diesel Exhaust Fluid dispenser on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2021-605 SUMMARY SHEET -.PDF
BID SUMMARY.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2021.PDF
CB 2021-605BILL.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-006

AN ORDINANCE amending Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, by repealing subsection (j).

Documents:

SUMMARY AND CB2021-006 RE CHAPTER 42_REPEALING 42-35J SHERIFFS RETIREMENT FUND.PDF

2. COUNCIL BILL NO. 2021-143

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an agreement with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of constructing the West 32nd Street widening project from South Schifferdecker Avenue to South Central City Road for the not to exceed price of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 Dollars ($8,687,130.29); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-143 32ND ST. CONSTRUCTION AGREEMENT COUNCIL ORDINANCE - DE.PDF

CB2021-143 AWARD RECOMMENDATION LETTER_32ND STREET WIDENING.PDF
CB2021-143 32ND ST. AGREEMENT.PDF
CB2021-143 32ND ST. WIDENING BID TAB.PDF
CB2021-143 32ND ST. CONSTRUCTION AGREEMENT SUMMARY SHEET-DE.PDF
CB2021-143 32ND ST. WIDENING MAP.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. Boards & Commissions-Confirm Appointments.

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 12:00p.m.on this 1st day of July 2021. (RSMo 610.200)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CB 2021-273

Case 029-21: 1827 & 1831 S Wall Ave. - A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for future office and residential development – Seth Dermott and Andrew Solomon.

Mr. Eastman abstained from this case.

Seth Dermott, 424 N. Sergeant, Joplin, MO. Originally, we bought this fire station from the city and it was R-1 and we bought the lot to the south. We would like to make it into a commercial property. Potentially doing something that with an apartment on top level and some commercial.

Ms. Phillips asked Mr. Dermott to refresh her memory. Last month you were here you only had one lot, the fire station lot and it didn't have enough room? Since then you have bought the lot next to it?

Mr. Dermott stated that was correct. We had owned the lot to the south of it and now we are including it so it has enough area to be commercial property.

Ms. Phillips stated that now it qualifies to have enough acreage?

Mr. Stanton stated it did. Each lot individually is a little over 5,000 sq. ft. and the minimum lot size for commercial property is 10,000 sq. ft. Together they will have enough square footage.

Ms. Phillips asked if they had anyone protest.

Mr. Stanton stated there were not any protest. He did have a phone call from a nearby church, and they seemed supportive.

Mr. Kimble wanted to know, on the southern-most lot, is that just going to have office space and things of that nature, no retail or that type of businesses?

Mr. Dermott stated that they really didn't know. They think it will probably be just parking.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MR. PHILLIPS THAT CASE 029-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. KIMBLE, MR. MCCULLOUGH, MS. PHILLIPS, AND MS. WARREN VOTING "AYE", MR. EASTMAN ABSTAINED, (6 IN FAVOR, 1 ABSTAINED)

Z&P Meeting: June 14, 2021
City Council Meeting: July 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 029-21 A request to remove from District R-1 (Single-family Residential) and include in District C-0 (Non-retail Commercial) for future multi-use development

LOCATION 1827 and 1831 S. Wall Ave.

APPLICANT Seth Dermott & Andrew Solomon

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Former Firehouse/Lion's Club	Approx. 0.3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-3	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Vacant/Auto Repair	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
S. Wall Ave.	Collector	60'
W. 19th St.	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 indicate future low-density residential; however, the intent of the C-O district is to permit uses which serve a neighborhood and generally consist of office-type uses.

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

R-1 zoning is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change to C-O will not detrimentally affect nearby property. C-O uses are intended to serve the neighborhood and generally allow the least intense uses of the commercial zoning districts. They generally do not generate traffic, nuisances, or other detrimental effects to the same degree as those generated by uses in C-2 or C-3. Buffers will be required if the owner alters or fully redevelops the site.

DISCUSSION

The applicant is requesting a rezoning from R-1 to C-O. The C-O zoning district is intended to allow uses which service the area and are generally office in nature. This zoning is not inappropriate in this area, given the frontage along a collector street, as well as nearby legal non-conforming commercial uses, commercial zoning districts, and higher density residential zones and districts. Buffers will be required if the owner intends on altering the site.

Staff recommends approval of Case 029-21.

ATTACHMENTS

- Application
- Map

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.:
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: SETH DERMOTT & ANDY SOLOMON PHONE: 417-437-4261
ADDRESS: 424 N SERGEANT AVE. JOPLIN, MO ZIP: 64801

OWNER: SETH DERMOTT & ANDY SOLOMON PHONE: 417-437-4261
ADDRESS: 424 N SERGEANT AVE JOPLIN, MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 1827 & 1831 S WALL, JOPLIN, MO 64804

Present Zoning: COMMERCIAL & RESIDENTIAL Requested Zoning: COMMERCIAL Acreage: .28
Present Use of Property: VACANT BUILDING & VACANT LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	SINGLE FAMILY	R1
South	NOLAND AUTO TRIM SHOP	B1
East	SINGLE FAMILY	R1
West	SINGLE FAMILY	R1

Character of the Neighborhood: MOSTLY SINGLE FAMILY - THERE IS COMMERCIAL PROPERTY TO THE SOUTH & EAST. CHURCH IS TO THE WEST & AN APARTMENT BUILDING TO THE NORTH & WEST OF OUR PROPERTY.

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? YES
   If yes, explain: THERE IS AN APARTMENT ON THE SECOND FLOOR. WE WOULD LIKE TO USE THE FIRST FLOOR AS POTENTIAL COMMERCIAL SPACE.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: WALL AVE
2. Classification of Street(s):
   Arterial _____ Collector WALL AVE Local 19TH ST
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: NONE

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

FANTASTIC OLD FIRE STATION THAT WOULD BE GREAT TO USE AS A COFFEE SHOP, DELI, OR WOOD FIRE PIZZA. WE WANT TO REJUVENATE THE AREA.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

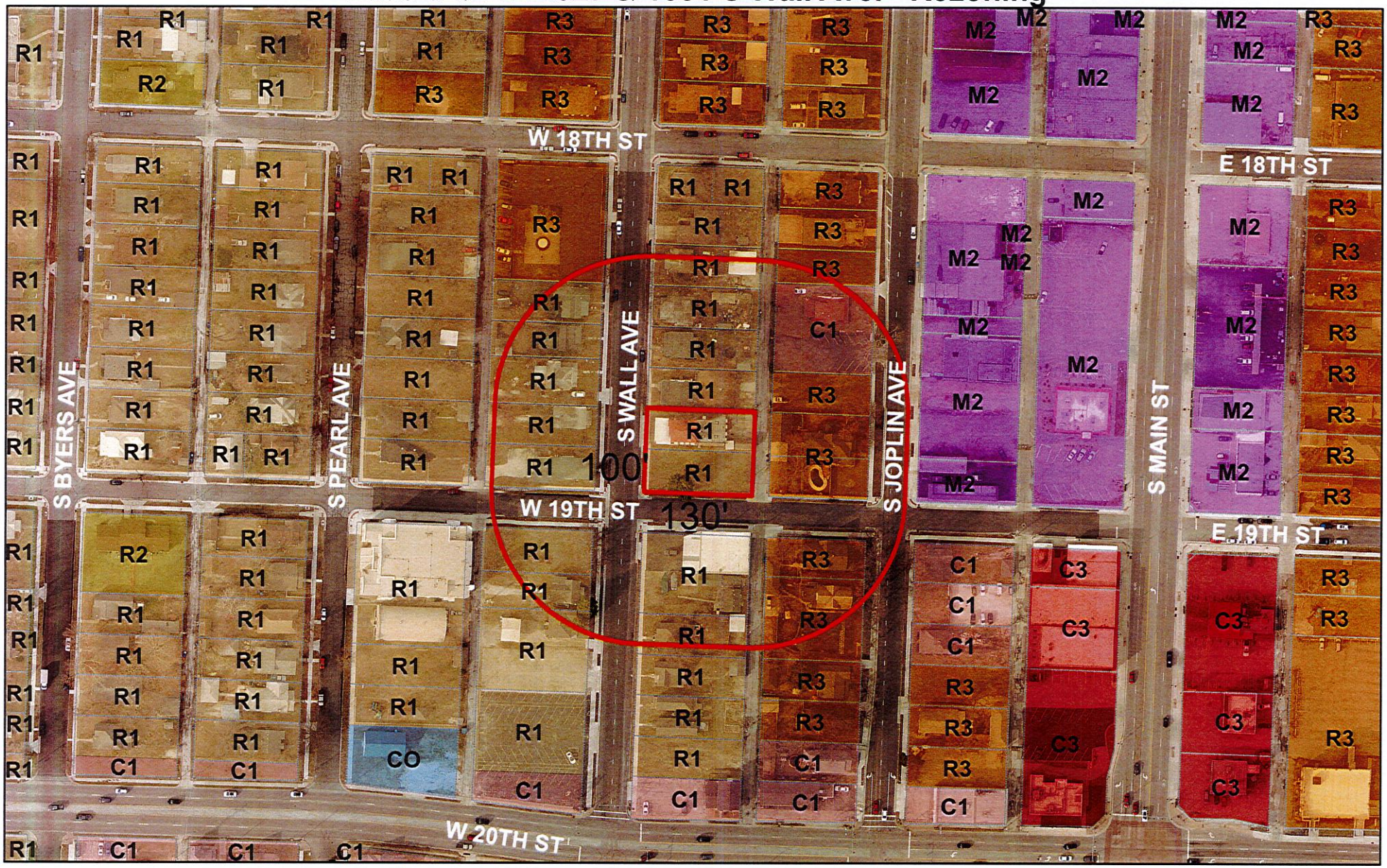
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect 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

SIGNATURE: _____ DATE: 6/7/21

EMAIL: sdermott@kw.com

TITLE: _____

Case 029-21: 1827 & 1831 S Wall Ave. - Rezoning



Case 029-21: 1827 & 1831 S Wall Ave. - A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for future office and residential development – Seth Dermott and Andrew Solomon

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-273-Rezone to District C-O

MEETING DATE:
July 6, 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 029-21: A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for future multi-use development.

BACKGROUND:
C-O uses are intended to serve the neighborhood and generally allow the least intense uses of the commercial zoning districts. They generally do not generate traffic, nuisances, or other detrimental effects to the same degree as those generated by uses in C-2 or C-3. Buffers will be required if the owner alters or fully redevelops the site.

The C-O zoning district is intended to allow uses which service the area and are generally office in nature. This zoning is not inappropriate in this area, given the frontage along a collector street, as well as nearby legal non-conforming commercial uses, commercial zoning districts, and higher density residential zones and districts.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Eastman abstained from this case.

Seth Dermott, 424 N. Sergeant, Joplin, MO. Originally, we bought this fire station from the city and it was R-1 and we bought the lot to the south. We would like to make it into a commercial property. Potentially doing something that with an apartment on top level and some commercial.

Ms. Phillips asked Mr. Dermott to refresh her memory. Last month you were here you only had one lot, the fire station lot and it didn't have enough room? Since then you have bought the lot next to it?

Mr. Dermott stated that was correct. We had owned the lot to the south of it and now we are including it so it has enough area to be commercial property.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Staff recommends approval for Case 029-21.
Planning & Zoning Commission recommends approval for Case 029-21 (6 Favor, 0 Nays, 1 Abstain)

ATTACHMENTS
CB 2021-273, Staff Planning Report, P&Z Commission Minutes

P & Z Case 029-21
Seth Dermott & Andrew Solomon
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-273 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 R-1 (Single Family Residential) and including in District C-O (Non-Retail Commercial) property as described below and located 1827 & 1831 S Wall Ave, 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 C-O:

All of Lots Numbered One Hundred Eight (108), One Hundred Nine (109) and One Hundred Ten (110) except the East 30 feet of Lot 110 for street and except all that part of Lots Numbered One Hundred Eight (108), One Hundred Nine (109), and One Hundred Ten (110) in Banker's Third Addition to the City of Joplin, Jasper County Missouri, according to the recorded plat thereof, described as follows: beginning at the Northeast Corner of said Lot 110, thence South 01 Degrees 58'22" West along the East line of said Lot 110, 209.58 feet, thence North 87 degrees 10'29" West 62.18 feet, thence North 25 degrees 49'38" West 20.95 feet, thence on and along a curve to the left having a radius of 69.40 feet a distance of 79.85 feet, thence south 88 degrees 07'03" west 257.57 feet, thence north 01 degrees 58'22" east 156.95 feet to the North line of said lots, thence East 395.06 feet to the point of beginning, and all that part of Lots numbered one hundred eight (108), one hundred nine (109) and One hundred ten (110) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, described as follows: beginning at the northeast corner of said lot 110, thence south 01 degrees 58'22" west along the east line of said lot 110, 209.58 feet, thence north 87 degrees 10'23" west 62.18 feet, thence north 25 degrees 49'38" west 20.35 feet, thence eon and along a curve to the left having a radius of 69.40 feet a distance of 79.85 feet, thence south 88 degrees 07'03" west 257.57 feet, thence north 01 degrees 58'22" east 156.95 feet to the north line of said lots, thence east 395.06 feet to the point of beginning, and together with an ingress and egress easement described as commencing at the northeast corner of said lot 110, thence South 01 degrees 58'22" west along the east line of said lot 110, 209.58 feet, thence north 87 degrees 10'29" west 20.00 feet, thence south 01 degrees 58'22" West 181.43 feet to the north line of 20th Street, thence east along said north line of 20th Street, 20.01 feet, thence north 01 degrees 58'22" east 180.45 feet to the point of beginning, being a part of lot numbered 110 in Banker's Third Addition to the City of Joplin, Jasper County, Missouri

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 030-21: 1917 Carolyn Pl. – A request to review the site plan for future office development – CASA

Deborah Koelkebeck, 3407 Cedar Ridge Road, Joplin, MO. CASA, a 501-C-3 nonprofit, is here for a site plan review. CASA had purchased the four lots on the east side of Carolyn Place, with the intention of building an office, training center, and a place for connection with the children.

Ms. Bruckner-Sears asked if the commissioners had any questions?

Mr. Kimble stated he did, and he was looking at the map and it looks like there is one residential property and the possibility of residential across the street. He is wondering how that will be affected down the cul-de-sac with offices and training center?

Ms. Koelkebeck stated that the zoning for all that is commercial planned development. That house is currently a rental house and Carolyn Place is a vacated street.

Mr. Stanton gave Mr. Kimble some history. After the tornado went through the single home in the rear was re-built prior to the properties being rezoned to C-3-PD. To the west there is C-3-PD all the way to the Library.

Ms. Phillips stated she did have a question on the parking. Do you consider the front of the building facing Carolyn Place?

Ms. Koelkebeck said no it will be 20th Street.

Ms. Phillips stated ok and that answers my question.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case?

Doug Lawson, 1744 SE Murphy Blvd., Joplin, MO. We are immediately behind the cul-de-sac and I am very much in favor of CASA and what they do and very much in favor of allowing them to build there. I do have a concern about water run off and my neighbor will talk about that.

Dana Parker and Billy Parker, 1808 SE Murphy Blvd., Joplin, MO. We agree with Mr. Lawson, CASA is fine. Our major problem is with the storm water runoff. Our yard takes the brunt of everything from the church and they were allowed to build drainage pipes that aim right at our yard. We were told that the church had offered to allow CASA to use their stormwater drainage system. It pipes into our yard with causes our basement to flood. As a result, we have a lot of water that we should not have in our yard. That is our main concern is the stormwater drainage.

Ms. Bruckner-Sears stated that CASA does have plans with a berm and a pond.

Mr. Stanton stated that part of the CASA plan they are showing onsite detention on the north side of the property. The detention features of the site plan are supposed to meet the pre-development

flow of the water off the property. The detention pond is supposed to slow down the rate that the water will exit the property.

Mr. Parker stated that it is worse now and our basement has been flooded four times since the tornado.

Ms. Bruckner-Sears stated that with these plans they are proposing berm and some of these items on the plans are not currently in place. We would like for you to look at the retention plans and see what they are proposing.

Dwight Brennfoerder, 1902 N Park Ave., Joplin, Mo. I am the architect of record for the CASA Project. There are four minor things with the condition of the development. One of them is the plants and we will have trees as required per code. Second is the parking and as you can see it is perpendicular off the side of the street which is not allowed on any city street. We are showing perpendicular parking because it is not a city street as it was vacated. There will be a written agreement with the neighbor about the dimensions, maintenance and use of Carolyn Place. So, it is understood who functions it and how it is used and how it is maintained. Third is water retention pond. The water retention is an issue and at first, we thought the church retention would take care of the entire area and recently we discovered this isn't the case. We do have new plans for the CASA development. The fourth thing to address is privacy. Commercial zoning normally has separation with residential properties. In this case CASA and the church are very closely associated, they don't want a fence, berm, they don't want landscaping buffer and the church will be sharing the parking lot with CASA when necessary. They would rather have a sidewalk to join then not a gate or landscaping.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MS. PHILLIPS THAT CASE 030-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, MS. PHILLIPS, AND MS. WARREN VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: June 14, 2021
City Council Meeting: July 6, 2021

STAFF PLANNING REPORT
Site Plan

CASE 030-21 Site Plan Review

NAME OF SITE PLAN CASA

LOCATION: 1917 Carolyn Pl.

APPLICANT: CASA (Court Appointed Special Advocates)

PRESENT ZONING: C-3-PD

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3-PD	R-1	C-3-PD	C-3-PD
Land Use	Vacant	Religious	Single-family Residential/Vacant	Single-family Residential/Vacant

SUBDIVISION/TRACT:

Number of lots
4

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 20th St.	Arterial	80'
Carolyn Pl. (vacated)	Local	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES

Utilities in place.

FLOOD PLAIN
N/A

DISCUSSION

CASA (Court Appointed Special Advocates) is requesting the review of this site plan for a new office building located at 1917 Carolyn Pl., the Northeast corner of E. 20th St. and Carolyn Pl. The developers and architects have met with City staff but are awaiting site plan approval before submitting plans for a building permit.

Office developments are permitted by right in C-3 Commercial districts. However, lots with a PD Planned Development designation require a Site Plan Review by both the Planning & Zoning Commission and City Council before any development may occur there. This property was originally rezoned to C-3-PD in 2012 for a previously proposed multi-use development that included acres of property to the West.

The proposed site plan meets all requirements of the zoning code. This includes, but is not limited to, parking minimums, landscaping, access management, and property line setbacks. Fire and emergency service access, stormwater management, and utility extensions are required by other departments and have been reviewed for compliance by those departments.

Staff has reviewed the proposed site plan and determined that it is compliant with the Comprehensive Plan and the Zoning Code.

Staff recommends approval of Case 030-21.

ENCLOSURES:

Site Plan

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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: 030-21
Filing: $500.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: 10-14-21

I. **Name of Project:** New CASA Buiding

II. **Location of Project:** 1917 Carolyn Place

III. **Name of Owner:** CASA

IV. **Name of Person who Prepared the Site Plan:** Anderson Engineering – Patrick Joyce

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	✓	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	✓	
C. Name and address of all owners of record of abutting parcels.	✓	
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	✓	
E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions		

of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ✓ ____

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ✓ ____

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ____ ____

H. The location, height, size, materials, and design of all proposed signage. ____ ____

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ____ ____

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ✓ ____
2. water lines and fire hydrants; ✓ ____
3. telephone, cable and electrical systems; and ✓ ____
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ✓ ____

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. ✓ ____

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans

for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. ✓ ____

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ✓ ____

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ✓ ____

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ✓ ____

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ✓ ____

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ✓ ____

2. Maximum number of employees; ✓ ____

3. Maximum seating capacity, where applicable; ____ ____

4. Number of parking spaces existing and required for the intended use; and ✓ ____

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ____ ____

SIGNATURE: [signature] DATE: _____

BY: TITLE: _____

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is entered into as of the 10th day of May, 2021 by and between THE SOUTHWEST DISTRICT, UNITED METHODIST CHURCH, a Missouri nonprofit corporation ("District"), and JASPER COUNTY CASA, a Missouri non profit corporation ("CASA").

1. **Description of Leased Premises.** District owns real property located at 2517 E 20th, Joplin, Missouri 64804-1037, Missouri and 2501 E. 20th, Joplin, Missouri 64804-1037 being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), which includes, but is not limited to, a surface parking lot containing parking spaces being more particularly described on Exhibit B attached hereto and made a part hereof (the "Leased Premises"). CASA owns real property located at 1825 Carolyn Place, Joplin, Missouri 64804-1037 ("CASA's Property"), which is adjacent to the Property and intends to construct a building thereon (the "CASA Building"). CASA desires to lease twenty (20) non-exclusive and unassigned parking spaces (the "Parking Spaces") located within the Leased Premises, and District hereby demises and leases to CASA the Parking Spaces located within the Leased Premises in accordance with the terms and conditions set forth in this Lease.

2. **Use of the Property and the Leased Premises; Improvements.**

a. Except as otherwise expressly provided herein, CASA's staff, employees, guests, agents, representatives, consultants, successors and assigns (the "Designated Users") may use on a non-exclusive basis (i) the Parking Spaces located within the Leased Premises for parking and (ii) the Property (including the Sidewalk, as defined herein) for access, ingress and egress, both

provide CASA a minimum of thirty (30) days prior written notice that it must restrict use by the Designated Users of the Leased Premises due to such repairs, cleaning or rehabilitation of the same. If, as a result of damage or destruction, more than ten (10) of the Parking Spaces become unavailable to the Designated Users, District shall provide to CASA within thirty (30) days after the date of such damage or destruction, at District's cost, alternative parking spaces located on the Property.

3. **Term, Commencement and Extension Terms.**

a. The term of this Lease shall commence on the date hereof (the "Commencement Date"). The term of this Lease shall be for a period of one (1) year commencing on the Commencement Date and expiring on that date which is the first (1st) anniversary of the Commencement Date, subject to the extension terms below (hereinafter, the "Term", which shall include any Extensions Terms (as defined below)).

b. Provided that no default exists at the time, the term of this Lease will automatically renew for one (1) year terms (each an "Extension Term" and together the "Extension Terms") upon the same terms and conditions, unless either party delivers written notice of termination to the other party at least six (6) months prior to the expiration of the term or the then current Extension Term, as applicable.

c. This Lease may be terminated at any time by District upon delivery of six (6) months prior written notice to CASA.

4. **Rent.** CASA agrees to pay District a gross rental sum of One and 00/100 Dollars ($1.00) for the non-exclusive right to use the Leased Premises and the Property pursuant to the terms and conditions of this Lease for the duration of the term and any Extension Terms (the

eminent domain, then this Lease shall terminate as of the date of vesting of title in the condemning agency.

b. If a portion, but less than all, of the Leased Premises, or any portion of the Property which restricts CASA's access to the Leased Premises, shall be taken pursuant to the exercise of the power of eminent domain, then CASA may, at its sole option, elect to terminate the entire Lease, or terminate the application of this Lease to the portion of the Leased Premises so taken, as of the date of vesting of title in the condemning agency.

8. **Default and Remedies.** The failure by District or CASA to perform any of their respective obligations pursuant to this Lease beyond any cure period shall constitute a default of the Lease. If either District or CASA breach the provisions of this Lease, then such party shall be referred to herein as a "Defaulting Party" and the other party shall be referred to herein as the "Non-Defaulting Party". In any such event, if the Defaulting Party fails to cure its default within thirty (30) days of written notice from the Non-Defaulting Party, or, if such default cannot be cured within such 30-day period, if the Defaulting Party fails to commence curing the default within that 30-day period, and thereafter fails to diligently prosecute the curing of the default to completion, the Non-Defaulting Party shall have the following rights, remedies, powers and authority: (i) the Non-Defaulting Party shall have the right to perform all of the Defaulting Party's obligations under this Lease and to charge the Defaulting Party for all expenses incurred by the Non-Defaulting Party in the performance of Defaulting Party's obligations; it being agreed that the Defaulting Party shall pay the Non-Defaulting Party within fifteen (15) days of written demand for payment from the Non-Defaulting Party (any amount requested which remains unpaid shall bear interest at the rate of twelve percent (12%) per annum until paid if not

attorneys' fees) suffered or incurred by any one or more of the Indemnified Persons resulting from or arising out of (i) any negligence or willful misconduct of such party or such party's agents, employees or contractors, or (ii) any breach by such party of such party's covenants, agreements and obligations under this Lease; provided, however, that such obligation to indemnify, defend and hold harmless any Indemnified Person shall not apply to the extent that any such loss, damage, claim, demand, cause of action, penalty, cost or expense was caused by (i) the negligence or willful misconduct of an Indemnified Person; or (x) the breach of this Lease by an Indemnified Person. The indemnities contained herein shall survive the termination or expiration of this Lease. Notwithstanding the foregoing, CASA shall indemnify, defend, and save District and District's affiliates, and their respective agents, managers, members, agents, officers, contractors, assignees, successors, and employees from any and all claims, liens, demands, judgments, suits, or liability whatsoever arising from, as a result of, or in connection with CASA's Work or the use of the Leased Premises and Property by CASA or the Designated Useres, and from all loss or damage thereto, and from and against all loss, damage, demands, judgments, suits, claims, penalties, liability, costs and expenses, including attorney's fees, howoever arising or incurred.

12. **Resolution of Disputes.** In the event of any dispute between the parties, all costs and expenses resulting from the resolution of such dispute, including, but not limited to attorneys' fees, shall be paid by the non-prevailing party.

13. **Notices.** All notices and other communications provided for hereunder shall be in writing and shall be personally delivered, sent by a nationally recognized overnight bonded courier or sent by first class registered mail, postage prepaid and certified return receipt

unenforceable, such invalid or unenforceable provision shall not invalidate or effect the other provisions of this Lease which shall remain in effect and be construed as if such provision were not a part hereof; provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party to the Lease, have a material effect on such party's rights or obligations under this Lease, then the Lease may be terminated by such party upon thirty (30) days written notice by such party to the other party.

17. **Warranties and Representations.** Each signatory hereto represents and warrants to the parties hereto that it has the authority to sign this document and to bind its respective entity with respect to this Lease.

18. **Binding Effect.** This Lease and all of the covenants, conditions and agreements contained herein shall be binding upon the parties hereto and their respective successors and assigns.

19. **Subordination and Non-Disturbance**. This Lease and all the rights of CASA hereunder are and shall be subject and subordinate at all times to the lien or liens of any and all mortgages in any amount or amounts whatsoever placed on the Property, or any portion thereof, either prior or subsequent to the date hereof.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument, as of the day and year first above written.

DISTRICT:

THE SOUTHWEST DISTRICT, UNITED METHODIST CHURCH, a Missouri nonprofit corporation

By: Alice Fowler
Name: Alice Fowler
Title: President / District Superintendent

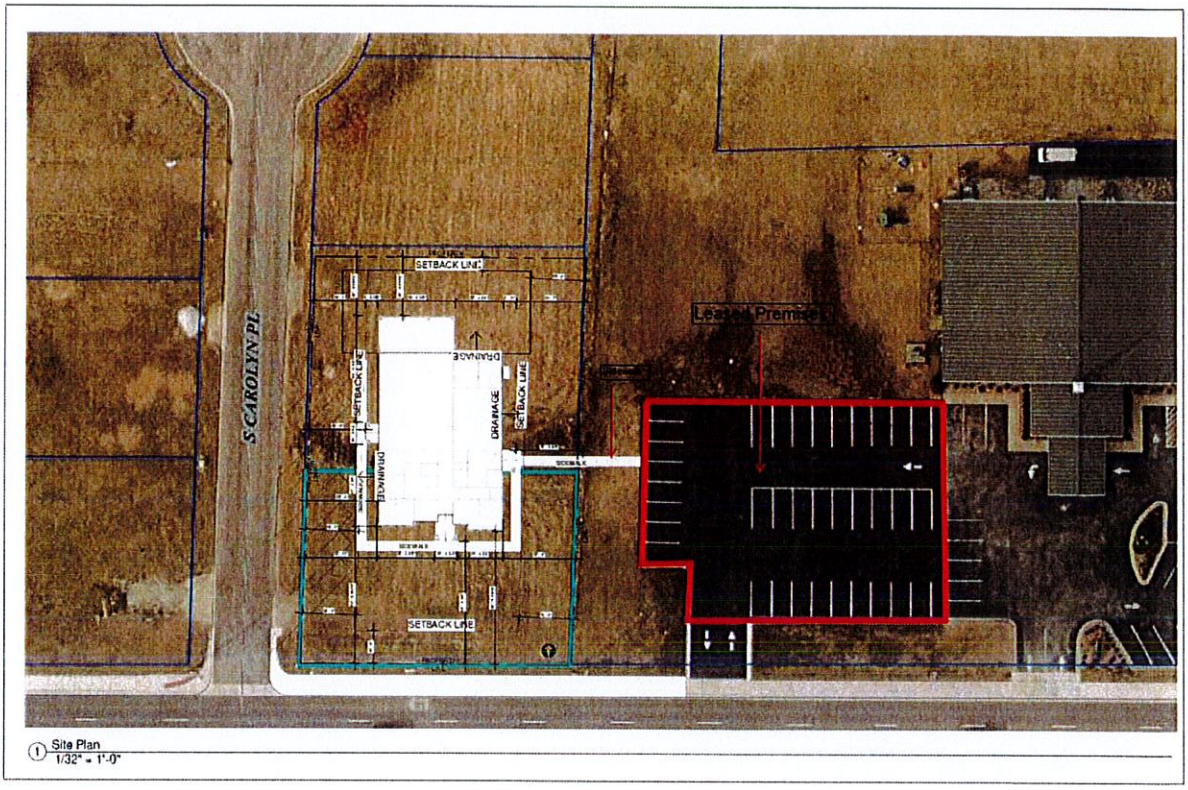
CASA:

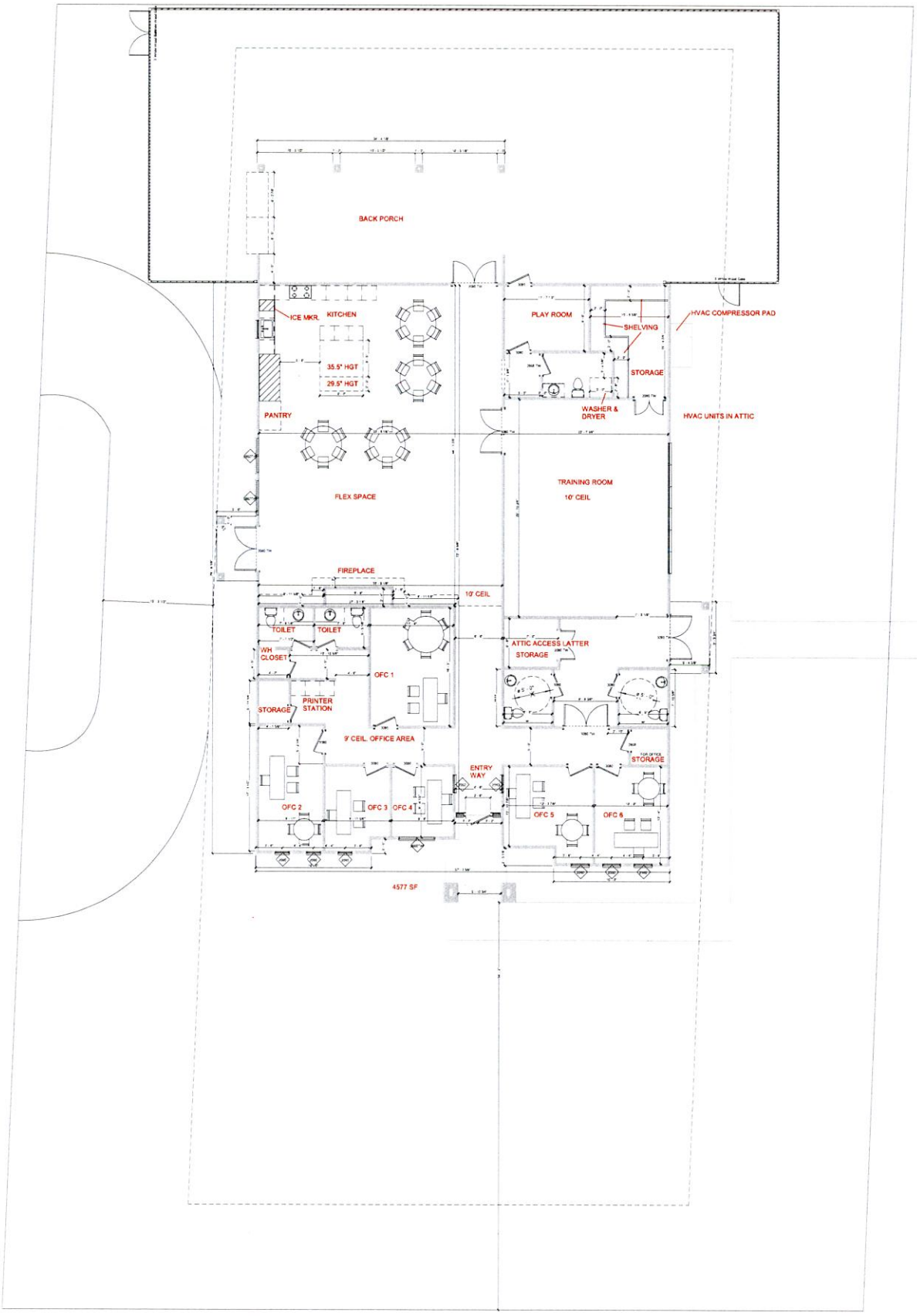
JASPER COUNTY CASA,
a Missouri non profit corporation

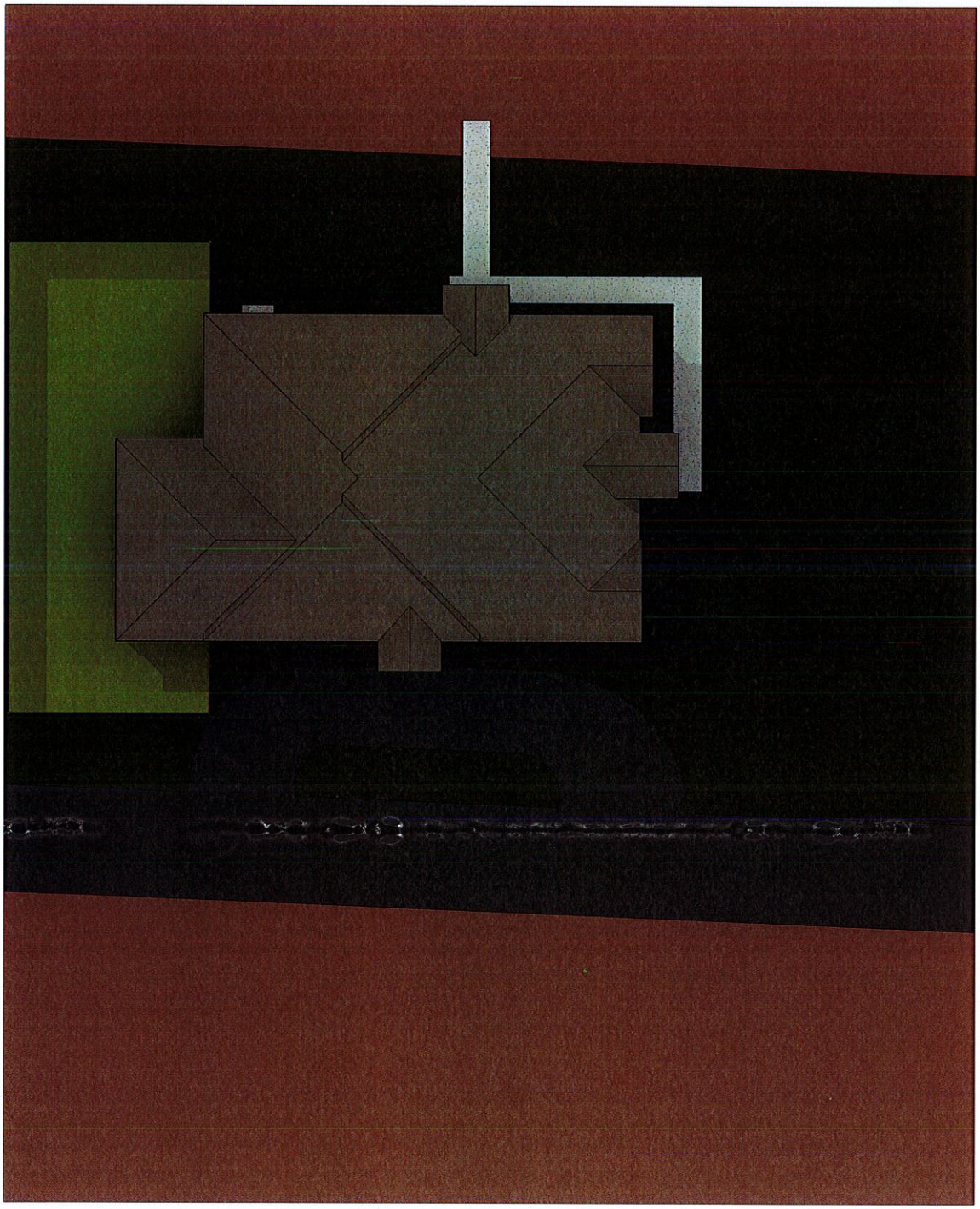
By: _____
Name: _____
Title: _____

EXHIBIT B

Depiction of the Leased Premises




BACK PORCH
ICE MKR.
KITCHEN
35.5" HGT
29.5" HGT
PANTRY
PLAY ROOM
SHELVING
STORAGE
WASHER & DRYER
HVAC COMPRESSOR PAD
HVAC UNITS IN ATTIC
FLEX SPACE
TRAINING ROOM
10' CEIL
FIREPLACE
10' CEIL
TOILET
TOILET
WH CLOSET
OFC 1
STORAGE
PRINTER STATION
ATTIC ACCESS LATTER
STORAGE
9' CEIL. OFFICE AREA
ENTRY WAY
STORAGE
OFC 2
OFC 3
OFC 4
OFC 5
OFC 6
4577 SF

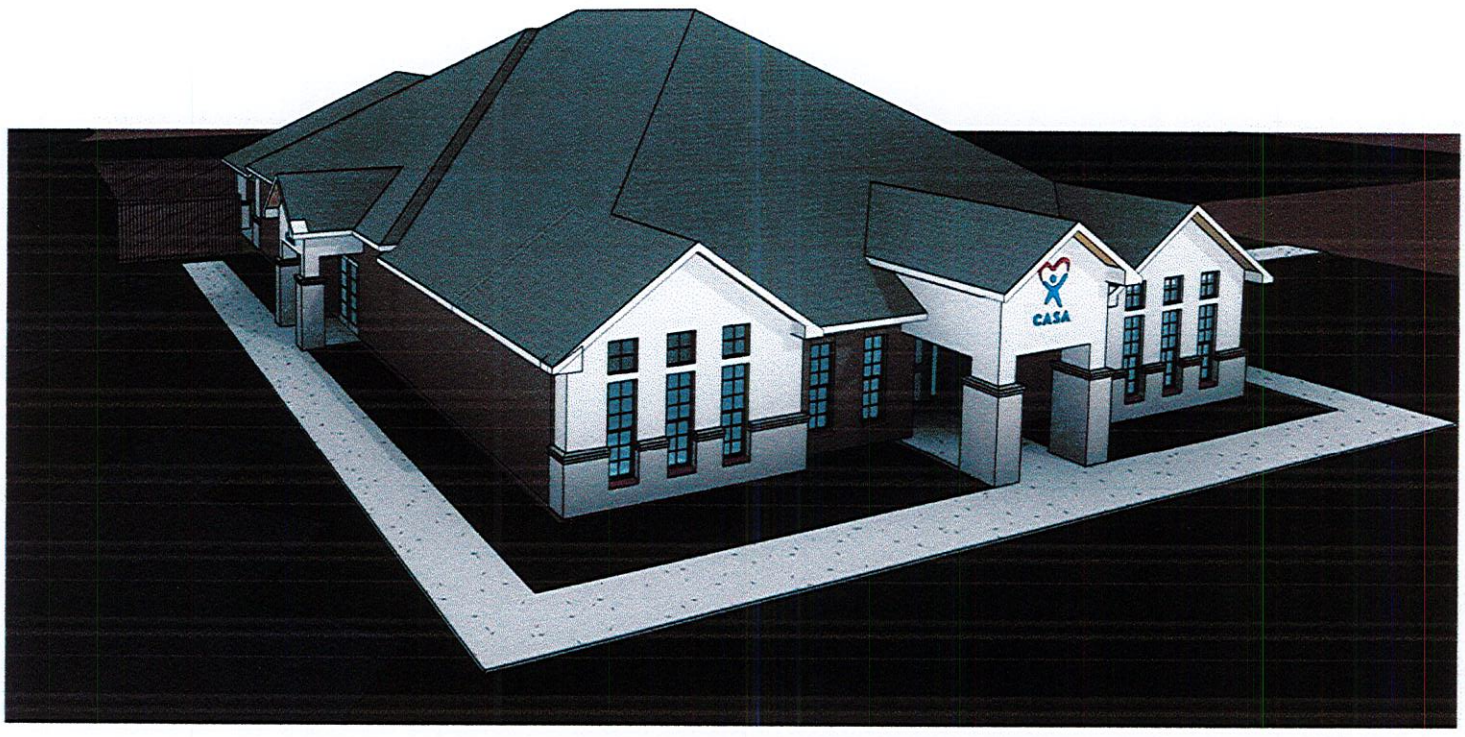




1 FRONT VIEW
1" = 10'-0"



2 3D View OPT 1



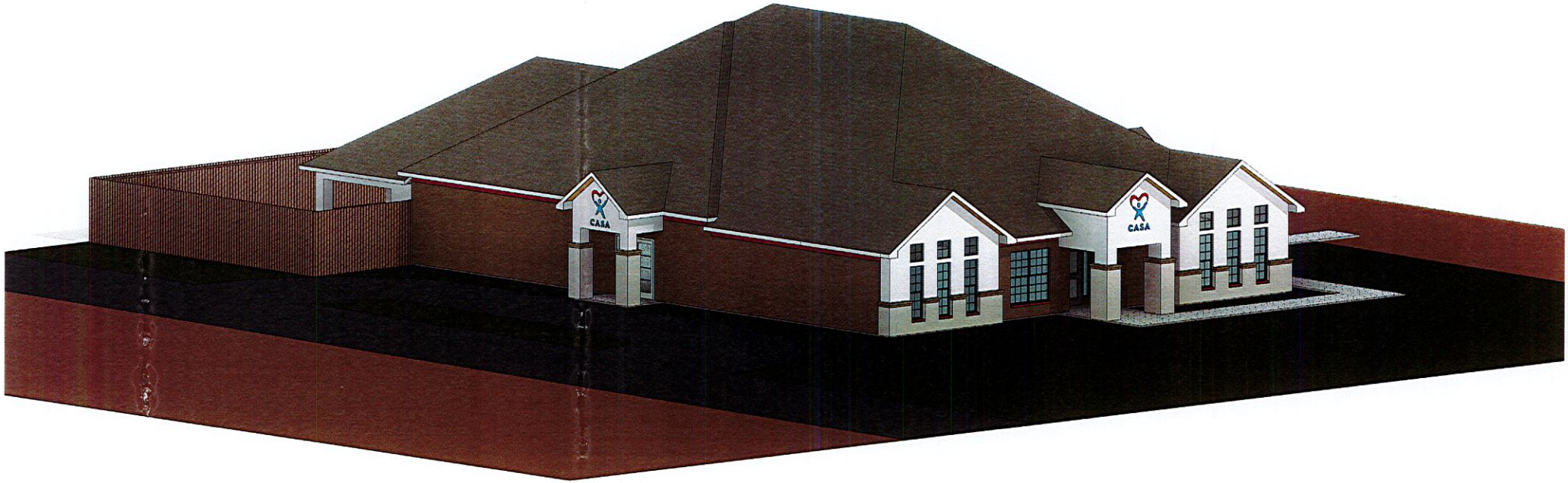
3 3D View 1

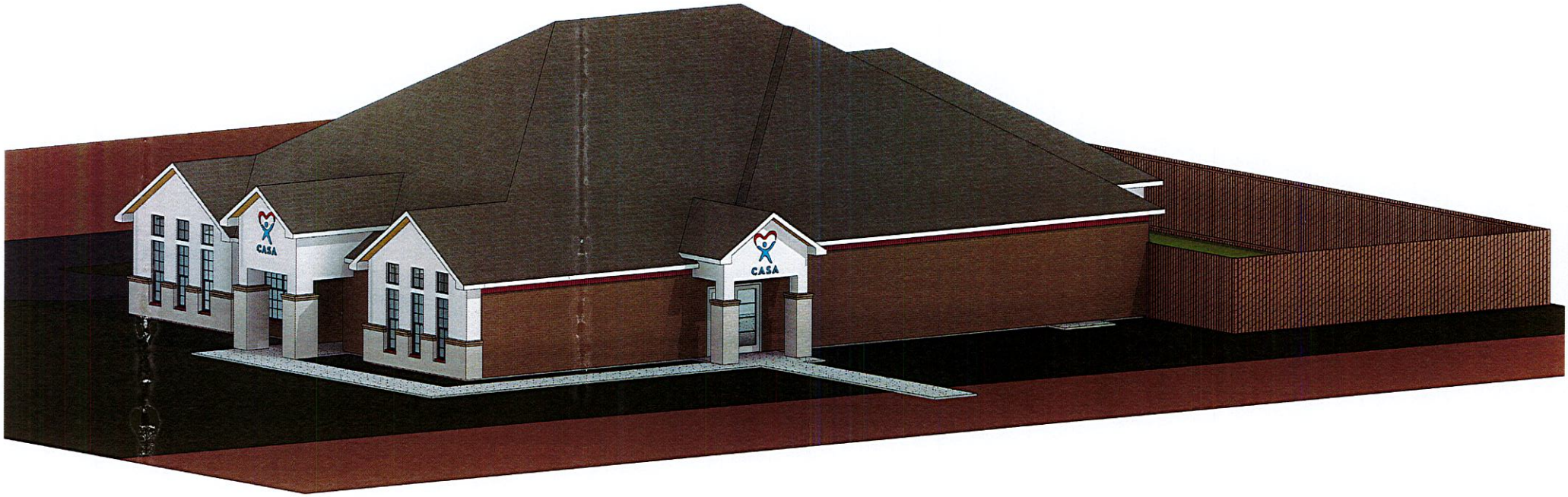


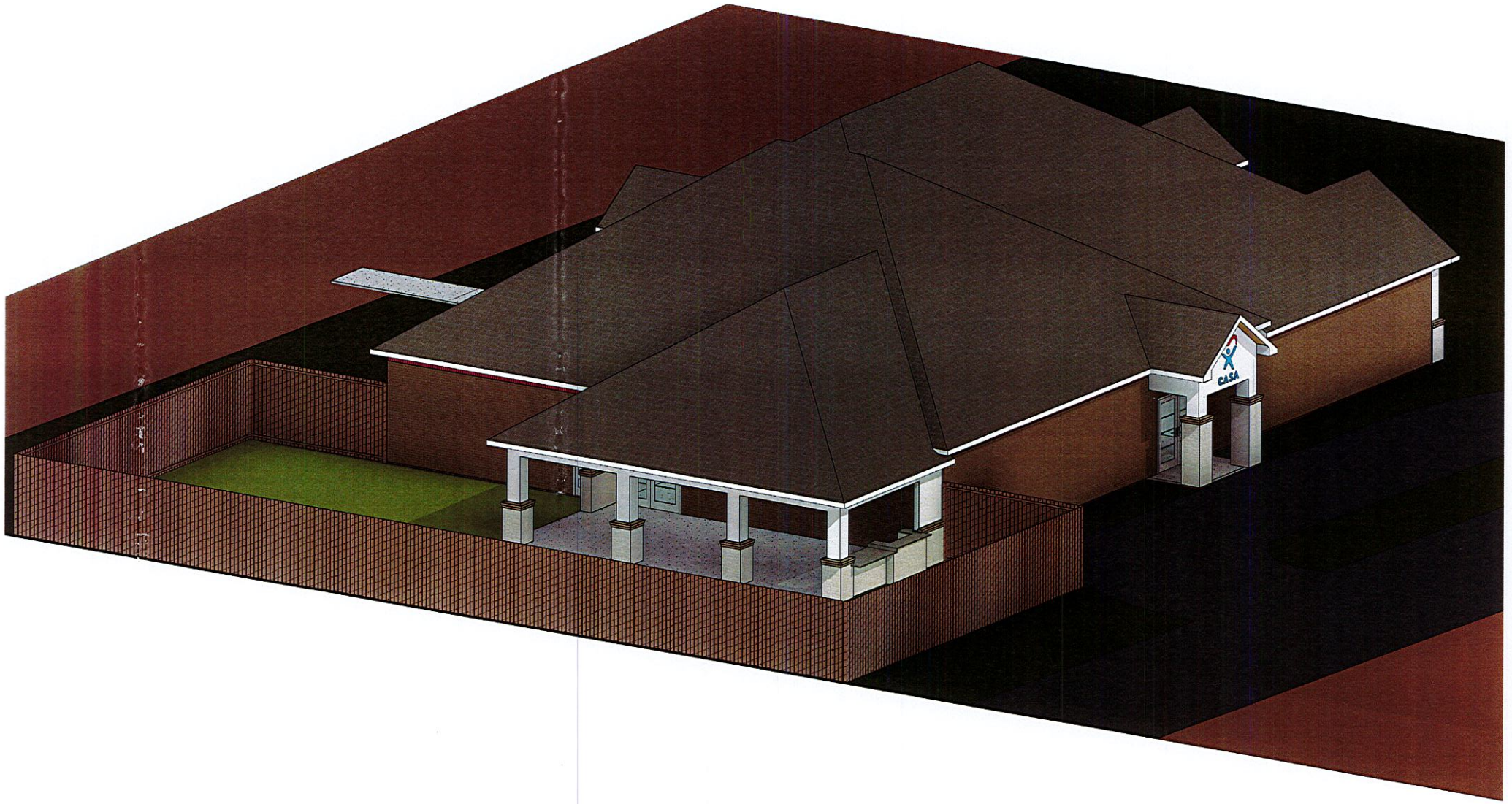
1 FRONT VIEW OPT 1
1 : 90



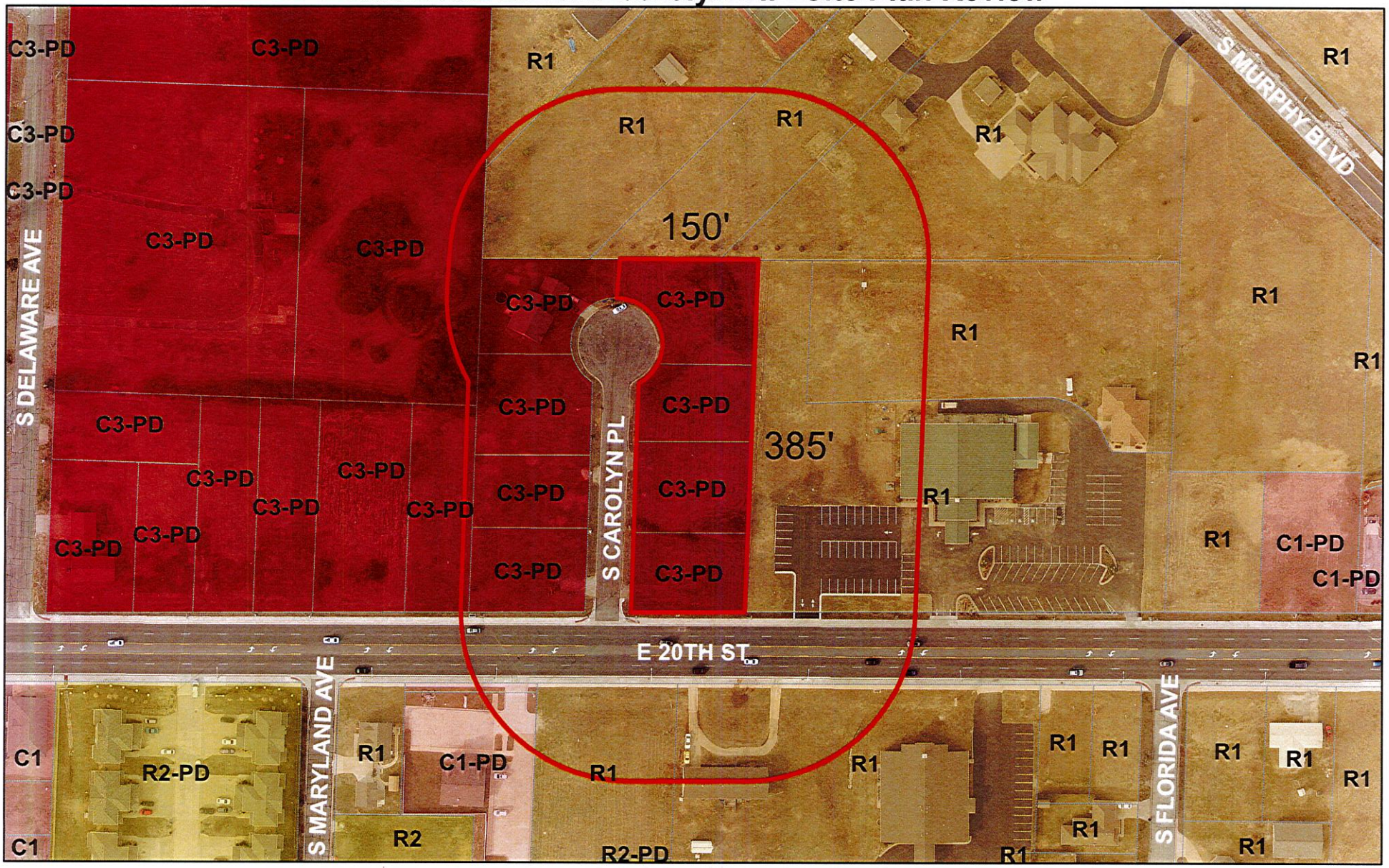
2 3D View OPT 1


CASA
CASA


CASA
CASA


CASA

Case 030-21: 1917 Carolyn Pl. - Site Plan Review



Case 030-21: 1917 Carolyn Pl. – A request to review the site plan for future office development – CASA

0 75 150 300 450 600 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 030-21 – Site Plan Review for 1917 Carolyn Place

MEETING DATE:
July 6, 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 030-21 - 1917 Carolyn Pl. – A request to review the site plan for future office development – CASA

BACKGROUND:
Office developments are permitted by right in C-3 Commercial districts. However, lots with a PD Planned Development designation require a Site Plan Review by both the Planning & Zoning Commission and City Council before any development may occur there. This property was originally rezoned to C-3-PD in 2012 for a previously proposed multi-use development that included acres of property to the West.

The proposed site plan meets all requirements of the zoning code. This includes, but is not limited to, parking minimums, landscaping, access management, and property line setbacks. Fire and emergency service access, stormwater management, and utility extensions are required by other departments and have been reviewed for compliance by those departments

PLANNING & ZONING COMMISSION TESTIMONY:
Deborah Koelkebeck, 3407 Cedar Ridge Road, Joplin, MO. CASA, a 501-C-3 nonprofit, is here for a site plan review. CASA had purchased the four lots on the east side of Carolyn Place, with the intention of building and office, training center, and a place for connection with the children.

Mr. Kimble stated he did, and he was looking at the map and it looks like there is one residential property and the possibility of residential across the street. He is wondering how that will be affected down the cul-de-sac with offices and training center?

Ms. Koelkebeck stated that the zoning for all that is commercial planned development. That house is currently a rental house and Carolyn Place is a vacated street.

PUBLIC COMMENT:

Doug Lawson, 1744 SE Murphy Blvd., Joplin, MO. We are immediately behind the cul-de-sac and I am very much in favor of CASA and what they do and very much in favor of allowing them to build there. I do have a concern about water run off and my neighbor will talk about that.

Dana Parker and Billy Parker, 1808 SE Murphy Blvd., Joplin, MO. We agree with Mr. Lawson, CASA is fine. Our major problem is with the storm water runoff. Our yard takes the brunt of everything from the church and they were allowed to build drainage pipes that aim right at our yard. We were told that the church had offered to allow CASA to use their stormwater drainage system. It pipes into our yard with causes our basement to flood. As a result, we have a lot of water that we should not have in our yard. That is our main concern is the stormwater drainage

Ms. Bruckner-Sears stated that CASA does have plans with a berm and a pond.

Mr. Stanton stated that part of the CASA plan they are showing onsite detention on the north side of the property. The detention features of the site plan are supposed to meet the pre-development flow of the water off the property. The detention pond is supposed to slow down the rate that the water will exit the property.

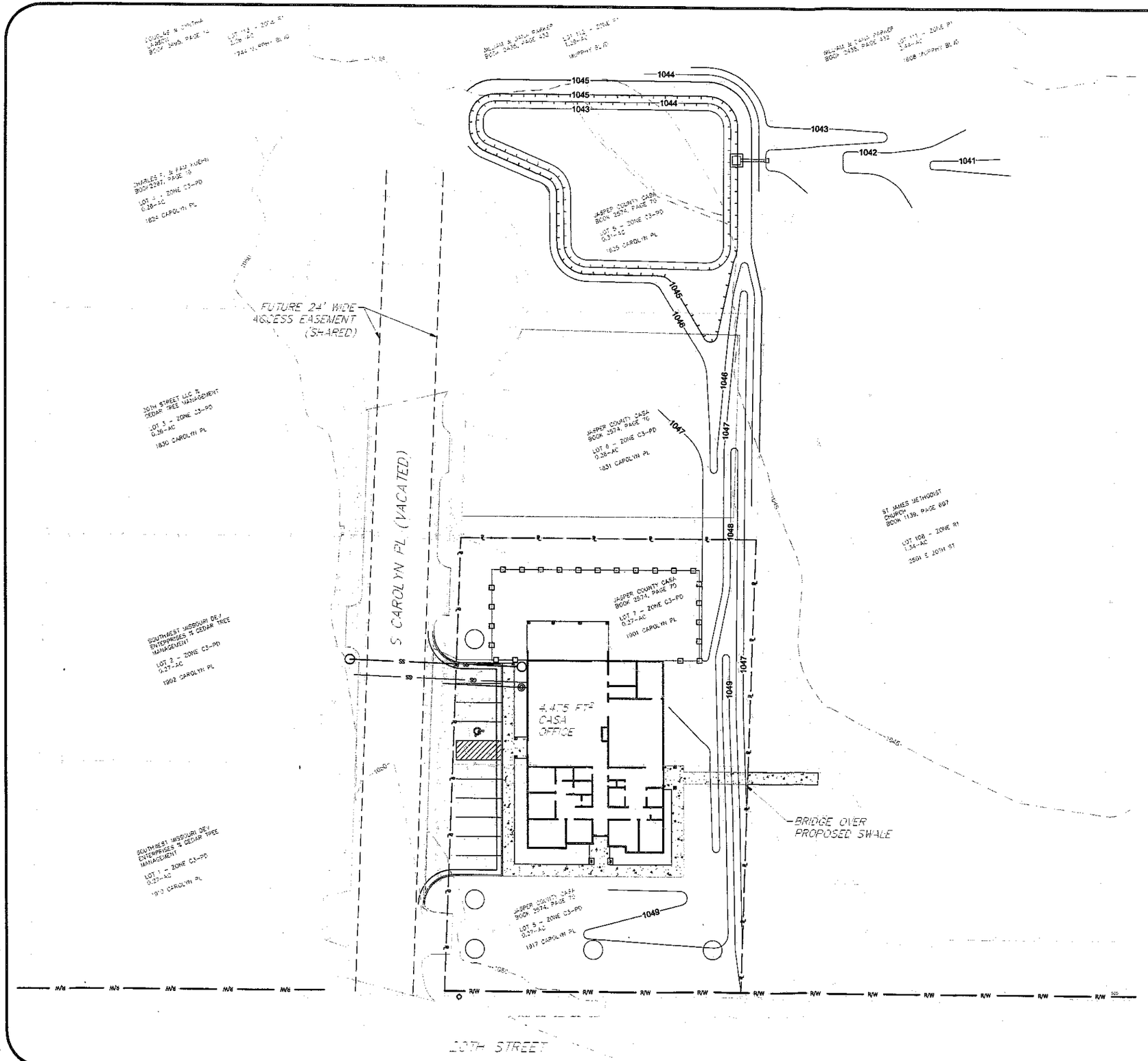
Ms. Bruckner-Sears stated that with these plans they are proposing berm and some of these items on the plans are not currently in place. We would like for you to look at the retention plans and see what they are proposing.

Dwight Brennfoerder, 1902 N Park Ave., Joplin, Mo. I am the architect of record for the CASA Project. There are four minor things with the condition of the development. One of them is the plants and we will have trees as required per code. Second is the parking and as you can see it is perpendicular off the side of the street which is not allowed on any city street. We are showing perpendicular parking because it is not a city street as it was vacated. There will be a written agreement with the neighbor about the dimensions, maintenance and use of Carolyn Place. So, it is understood who functions it and how it is used and how it is maintained. Third is water retention pond. The water retention is an issue and at first, we thought the church retention would take care of the entire area and recently we discovered this isn't the case. We do have new plans for the CASA development. The fourth thing to address is privacy. Commercial zoning normally has separation with residential properties. In this case CASA and the church are very closely associated, they don't want a fence, berm, they don't want landscaping buffer and the church will be sharing the parking lot with CASA when necessary. They would rather have a sidewalk to join then not a gate or landscaping.

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

RECOMMENDATIONS:
Staff recommends approval for Case 030-21.
Planning & Zoning Commission recommends approval for Case 030-21 (7 Favor, 0 Nays)

ATTACHMENTS
Case 030-21, Staff Planning Report, P&Z Commission Minutes, Site Plan



HORIZONTAL

20' 0 20' 40'

SCALE IN FEET SCALE: 1" = 20'

LEGEND

- PROPERTY LINE
- SETBACK LINE
- GAS — UNDERGROUND GAS SERVICE LINE
- SS — SANITARY SERVICE LINE
- WS — WS — DOMESTIC WATER SERVICE LINE

LEGAL DESCRIPTION

LOT 8: WATSONS 1ST SUB S 100' LOT 8 EX S 10' FOR ST
LOT 7: WATSONS 1ST SUB LOT 7 & N 5' LOT 8
LOT 6: WATSONS 1ST SUB LOT 6 EX N 11'
LOT 5: WATSONS 1ST SUB LOT 5 & N 11' LOT 6

PROPERTY ADDRESS

1917 CAROLYN PL
1901 CAROLYN PL
1831 CAROLYN PL
1825 CAROLYN PL

ZONING

C3-PD (LOTS 5, 6, 7 & 8)

PROPERTY OWNER

JASPER COUNTY CASA
(LOTS 5, 6, 7 & 8)

DEVELOPER / CONTRACTOR

JASPER COUNTY CASA
420 GRAND AVE
JOPLIN, MO 64801

SITE DATA

SITE:	
SITE AREA:	48,299 SF (1.11 AC)
IMPERVIOUS AREA:	12,800 SF (27%)
BUILDING:	
AREA:	4,475 SF
HEIGHT:	30'
PARKING	
REQUIRED TOTAL STALLS: ONE PARKING SPACE FOR EACH 300 SF OF GROSS FLOOR AREA	15
TOTAL PARKING STALLS:	9*
REQUIRED HANDICAPPED STALLS:	1
HANDICAP STALLS PROVIDED:	1

*SHARED PARKING AGREEMENT WITH ST. JAMES METHODIST CHURCH (LOT 108)

SITE PLAN GENERAL NOTES

1. SITE CONDITIONS SHOWN ARE FROM SURVEY PERFORMED BY ANDERSON ENGINEERING INC.CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED SITE INSPECTION PRIOR TO BEGINNING CONSTRUCTION.
2. ALL CONSTRUCTION ACTIVITIES SHALL COMPLY WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE CITY OF JOPLIN, MISSOURI.
3. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL STATE, AND LOCAL PERMITS REQUIRED FOR THIS PROJECT PRIOR TO COMMENCING CONSTRUCTION.
4. THE CONTRACTOR SHALL PREVENT ANY TRASH, DEBRIS, OR LIQUID WASTES FROM BEING DISPOSED OF IN SANITARY SEWERS, STORM SEWERS, OR OPEN DRAINAGE SYSTEMS.
5. CONTRACTORS AT THE SITE SHALL BE SOLELY RESPONSIBLE FOR JOBSITE SAFETY FOR ALL ASPECTS OF WORK SHOWN HEREON.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES AFFECTED BY THE CONTRACT. ALL EXISTING UTILITIES INDICATED ON THESE PLANS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR.
7. ANY AND ALL HAZARDS SHALL BE PROPERLY IDENTIFIED AND BARRICADED FROM ACCESS DURING ALL NON-CONSTRUCTION PERIODS.

Case 030-21

ANDERSON ENGINEERING
LAND SURVEYING
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 54 ST TERR. STE A • KANSAS CITY, MO 64113 • PHONE (816) 777-0460
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 82

DRAWING INFO.

BY	DATE	
		DRAWN BY: CMA
		CHECK BY: PJJ
		LICENSE NO.
		DATE: 04/05/2021
		ISSUED FOR: PRELIMINARY
		JOB NUMBER: 21JO10027

REVISIONS

NO.	DESCRIPTION

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

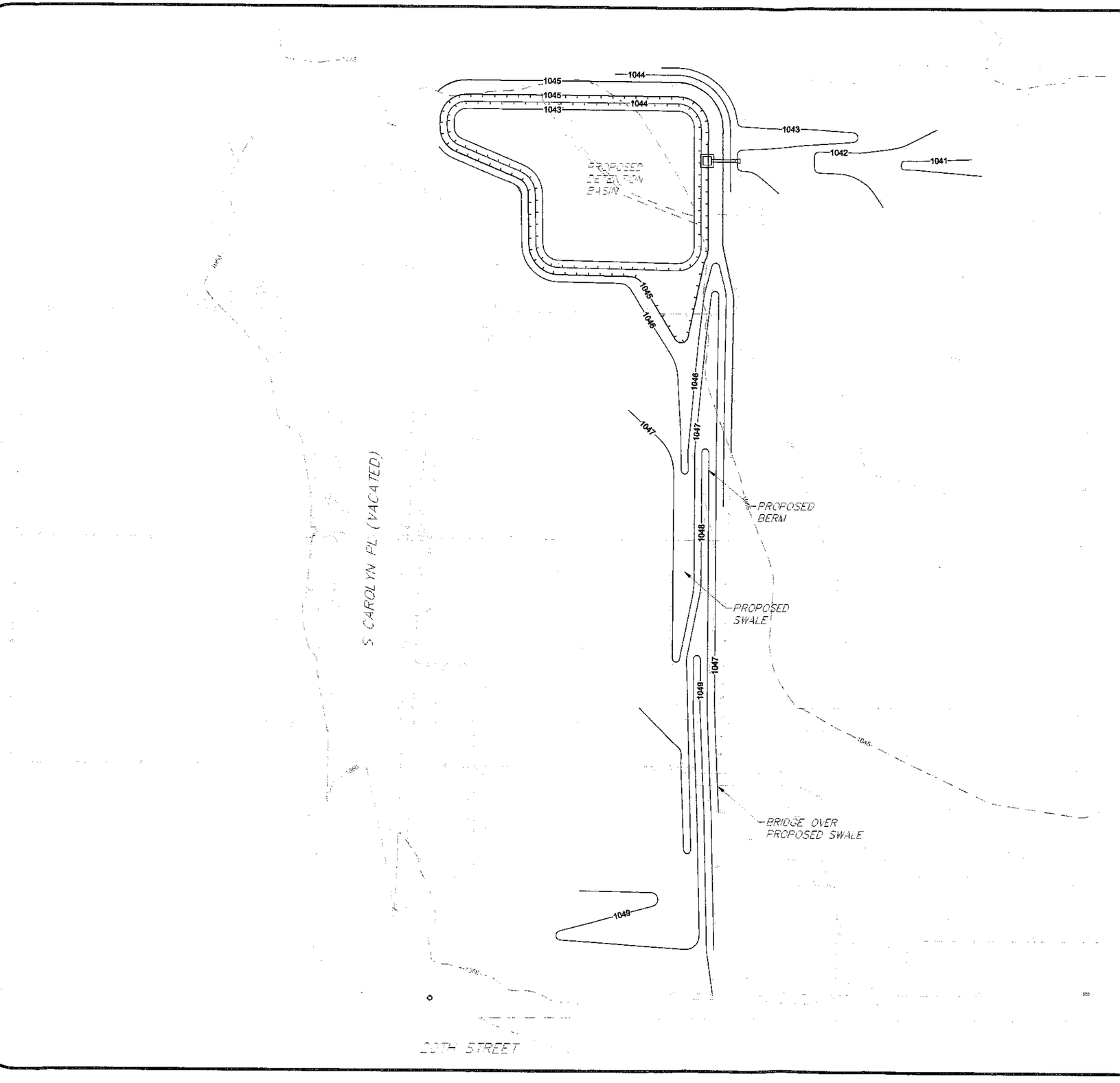
SITE PLAN

1901 CAROLYN PLACE, JOPLIN, MISSOURI

STATE OF MISSOURI
PATRICK JAMES JOHNSON
NUMBER PE-2010018615
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
1
1 OF 9

May 07, 2021 - 11:28am Plotted By: cakes G:\Shared drives_01_Land Development Eng_Projects\JO\1\2021\21JO10027 Jasper County CASA, Jasper County, Joplin, MO\01 Civil\03-DWG\Base\21JO10027-BASE-PROP-SITE.dwg Layout: SITE PLAN



HORIZONTAL

20' 0 20' 40'

SCALE IN FEET SCALE: 1" = 20'

LEGEND

——℄——	PROPERTY LINE
	SETBACK LINE
——900——	FINISH GRADE 5' CONTOUR
——901——	FINISH GRADE 1' CONTOUR
— — 900 — —	EXISTING GRADE 5' CONTOUR
	EXISTING GRADE 1' CONTOUR

GRADING PLAN GENERAL NOTES:

1. ALL TOPSOIL, VEGETATION, ROOT STRUCTURES, AND DELETERIOUS MATERIALS SHALL BE STRIPPED FROM THE GROUND SURFACE PRIOR TO THE PLACEMENT OF EMBANKMENTS.
2. ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED (GREEN SPACES) SHALL BE FINISH GRADED WITH A MINIMUM OF SIX INCHES OF TOPSOIL.
3. FINISHED GRADES SHALL NOT BE STEEPER THAN 3:1.
4. EXISTING GRADE CONTOURS SHOWN AT 1 FOOT INTERVALS. PROPOSED GRADE CONTOURS SHOWN AT 1 FOOT INTERVALS.
5. HAUL OFF AND MATERIAL IMPORT SHALL NOT BE AN EXCLUDED ITEM IN THE BASE BID. ALL EXCAVATION SHALL BE CONSIDERED NON-CLASSIFIED. NO ADDITIONAL PAYMENT WILL BE MADE FOR ROCK EXCAVATION OR BLASTING.
6. ALL DISTURBED AREAS ARE TO RECEIVE TOPSOIL (6"), SEED/SOD, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. RE-SEEDING SHALL BE REQUIRED.
7. WITHIN FORTY-EIGHT HOURS PRIOR TO ANY ASPHALT OR CONCRETE PAVING, THE SUBGRADE SHALL BE PROOF-ROLLED WITH A FULLY LOADED TANDEM WHEEL DUMP TRUCK AND OBSERVED BY THE ON-SITE GEOTECHNICAL ENGINEER. AREAS OF THE SUBGRADE WITH EXCESSIVE RUTTING AND/OR PUMPING SHALL BE RE-WORKED OR REMOVED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. FLY ASH OR GRANULAR MATERIAL MAY BE ADDED BY THE CONTRACTOR (AS APPROVED BY THE ON-SITE GEOTECHNICAL ENGINEER) TO STABILIZE THE SUBGRADE.
8. REFERENCE GEOTECHNICAL REPORT FOR BUILDING PAD PREPARATION.
9. CONTRACTOR SHALL OPERATE UNDER THE TERMS AND PERMITS INCLUDED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT AND PERMITTED THROUGH THE STATE OF MISSOURI. CONTRACTOR SHALL EMPLOY A QUALIFIED PERSON TO CONDUCT REGULAR INSPECTIONS OF THE SITE EROSION CONTROL MEASURES AND DOCUMENT SUCH INSPECTIONS IN THE SWPPP DOCUMENT MAINTAINED BY THE CONTRACTOR.
10. THE CONTRACTOR SHALL ADHERE ALL TERMS & CONDITIONS AS OUTLINED IN THE PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH THE CONSTRUCTION ACTIVITIES AS ISSUED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	CMA
				CHECK BY:	PJJ
				LICENSE NO.	
				DATE:	05/05/2021
				ISSUED FOR:	PRELIMINARY
				JOB NUMBER:	21J010027

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

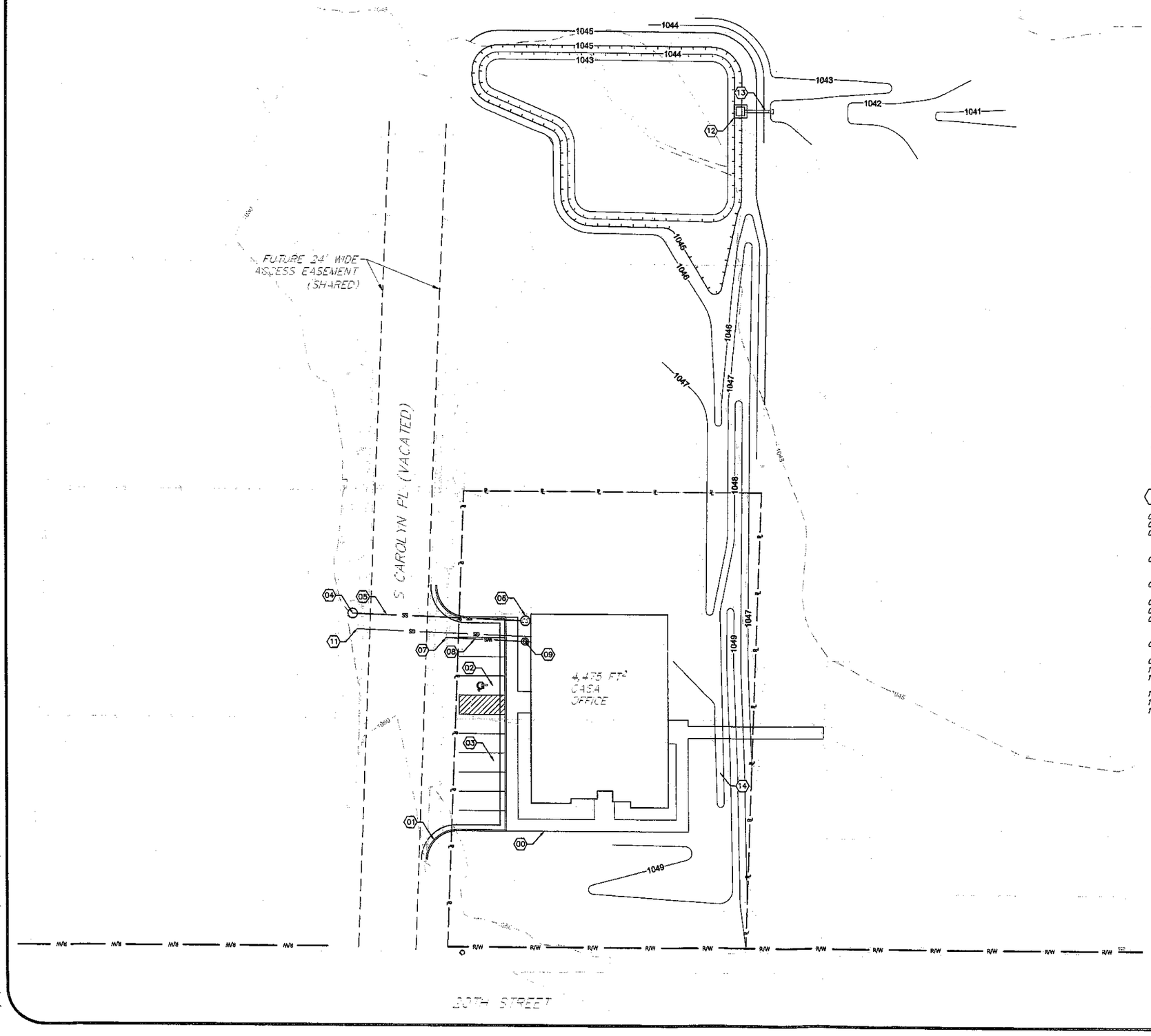
GRADING PLAN

1901 CAROLYN PLACE, JOPLIN, MISSOURI

STATE OF MISSOURI
PATRICK J. JORCE
NUMBER PE-2006010072
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
2
2 OF 9

May 07, 2021 - 11:28am Plotted By: cakso G:\Shared drives_01_Land Development Eng_Projects\J01\2021\21J010027 Jasper County CASA, Jasper County, Joplin, MO\01 CIVIL\03-DWG\Base\21J010027-BASE-PROP-GRDG.dwg Layout: GRADING PLAN



HORIZONTAL

20' 0 20' 40'

SCALE IN FEET SCALE: 1" = 20'

LEGEND

- PROPERTY LINE
- SETBACK LINE
- GAS — UNDERGROUND GAS SERVICE LINE
- SS — SANITARY SERVICE LINE
- WS — DOMESTIC WATER SERVICE LINE

UTILITY PLAN GENERAL NOTES

1. UTILITY CONSTRUCTION SHALL COMPLY WITH THE STANDARD SPECIFICATIONS, CODES, AND DETAILS OF THE CITY OF JOPLIN AND UTILITY PROVIDERS.
2. THE LAST 10' OF UTILITY LINE BEDDING INTO THE BUILDING SHALL NOT CONTAIN GRANULAR MATERIAL.
3. THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR MAKING HIS OWN VERIFICATION AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR SHALL CONTACT THE UTILITY LOCATION SERVICE A MINIMUM OF 72 HOURS PRIOR TO ANY EXCAVATION TO FIELD LOCATE UTILITIES.
4. IF DURING THE COURSE OF CONTRACTOR COORDINATION WITH ANY UTILITY THE NEED FOR AN EASEMENT IS REQUESTED CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY.
5. CONTRACTOR TO INSTALL PROTECTIVE SLEEVES IN FOOTINGS IF NECESSARY FOR UTILITY CONNECTION WITH BUILDING.
6. CONTRACTOR SHALL CONTACT UTILITY COMPANY TO INSPECT ELECTRIC CONDUIT INSTALLATION PRIOR TO BACKFILLING.
7. ROOF DRAINS, GUTTERS, AND DOWNSPOUTS SHALL NOT CONNECT TO SANITARY SEWER.

UTILITY PLAN KEY NOTES

00 CONSTRUCT CONCRETE SIDEWALK PER STANDARD DETAIL.
01 CONSTRUCT CONCRETE CURB AND GUTTER PER STANDARD DETAIL.
02 CONSTRUCT ADA PARKING STALL. CHEVRON PAINT TO BE 4" WIDE PAINTED AT 45° TO PERPENDICULAR, SPACING TO BE 2' O.C. PAINT TO BE LEAD-FREE, WATER-BORNE, EMULSION-BASED TRAFFIC PAINT, BLUE IN COLOR. SIGNAGE PER STANDARD DETAIL.
03 CONSTRUCT CONCRETE PARKING PER STANDARD DETAIL. PAINT 4" PARKING STRIPING, PAINT TO BE LEAD-FREE, WATER-BORNE, EMULSION-BASED TRAFFIC PAINT, WHITE IN COLOR.
04 CONNECT SANITARY SERVICE LINE TO EXISTING 8" SANITARY MAIN. 8" SANITARY SERVICE FL=±1041.94
05 INSTALL 6" SANITARY SERVICE LINE @ MIN. 1% SLOPE.
06 INSTALL SANITARY CLEANOUT PER STANDARD DETAIL.
07 INSTALL 1" DOMESTIC WATER SERVICE TAP TO EXISTING WATER MAIN PER CITY OF JOPLIN STANDARDS. CONTRACTOR TO FIELD VERIFY SIZE, TYPE, AND LOCATION OF EXISTING WATER MAIN.
08 INSTALL 1" TYPE K COPPER DOMESTIC WATER SERVICE LINE PER CITY OF JOPLIN STANDARDS.
09 INSTALL 1" WATER METER AND WATER METER PIT PER CITY OF JOPLIN STANDARDS.
10 INSTALL GAS SERVICE LINE PER CITY OF JOPLIN STANDARDS.
11 CONNECT GAS SERVICE LINE TO GAS MAIN. CONTRACTOR TO FIELD VERIFY SIZE, TYPE, AND LOCATION OF EXISTING GAS MAIN.
12 PROPOSED DETENTION BASIN OUTFALL STRUCTURE.
13 12" STORM PIPE WITH FLARED END SECTION OUTFALL.
14 PROPOSED DRAINAGE SWALE AND BERM.

Know what's **below.**
Call before you dig.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR. STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 82

REVISIONS			DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY: CMA
				CHECK BY: PJJ
				LICENSE NO.
				DATE: 05/05/2021
				ISSUED FOR: PRELIMINARY
				JOB NUMBER: 21J0103027

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

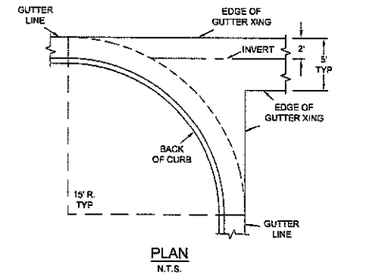
UTILITY PLAN

1901 CAROLYN PLACE, JOPLIN, MISSOURI

STATE OF MISSOURI
PATRICK J. JOHNSON
NUMBER PE-2009012662
PROFESSIONAL ENGINEER
05/07/2021

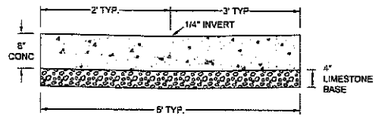
SHEET NUMBER
3
3 OF 9

May 07, 2021 – 11:28am Plotted By: caksa G:\Shared drives_01_Land Development Eng_Projects\v01\2021\21J0103027 Jasper County CASA, Jasper County, Joplin, MO\01 CIVIL\03-DWG\Base\21J0103027-BASE-PROP-UTIL.dwg Layout: UTILITY PLAN



PLAN
N.T.S.

NOTE : USE 1/2" INVERT WITH A 10' GUTTER XING.

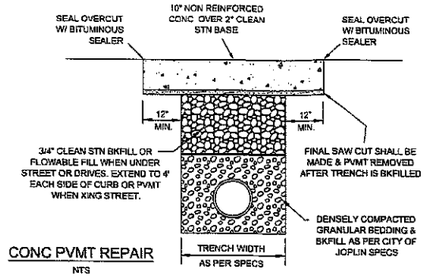


SECTION THRU CL
N.T.S.

NOTES:
1. IF CURB & GUTTER IS EXISTING, PLACE EXPANSION JOINT MATERIAL BETWEEN GUTTER & THE NEW GUTTER XING.
2. IF NO CURB & GUTTER EXISTS, CONSTRUCTION OF CURB, GUTTER, & GUTTER XING SHALL BE MONOLITHIC.

ST-06

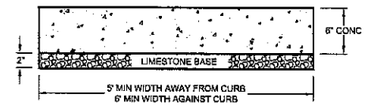
CITY OF JOPLIN, MO	CKD BY:	JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE:	2/2019	CONC
ENGINEERING DIVISION	ENGINEER:	HERTZBERG	GUTTER XING
602 S MAIN ST 64801	FILE:	GUTTERXING	



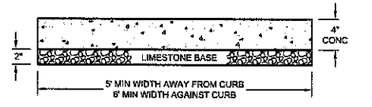
CONC PVMT REPAIR
NTS

SAN-05

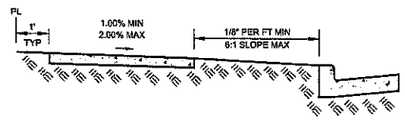
CITY OF JOPLIN, MO	CKD BY:	JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE:	2/2019	CONC
ENGINEERING DIVISION	ENGINEER:	HERTZBERG	PVMT REPAIR
602 S MAIN ST 64801	FILE:	PVMTREPR	



CLASS 'A' CONC
SIDEWALK
NTS



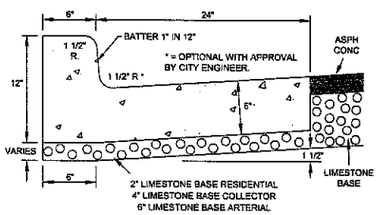
CLASS 'B' CONC
SIDEWALK
NTS



NOTES:
1. CONSTRUCT EXPANSION JOINTS AT THE START & END OF EVERY DRIVEWAY & CURB INLET.
2. CONSTRUCT CONTRACTION JOINTS EVERY 10' MAXIMUM.
3. USE CLASS 'B' CONCRETE.
4. REINFORCEMENT IS OPTIONAL.
5. CROSS SLOPE OF WALK & DIRT BACKSLOPE CAN SLOPE AWAY FROM CURB IN FILL.

ST-11

CITY OF JOPLIN, MO	CKD BY:	JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE:	2/2019	CONC
ENGINEERING DIVISION	ENGINEER:	HERTZBERG	SIDEWALK DETAILS
602 S MAIN ST 64801	FILE:	SIDEWALK	



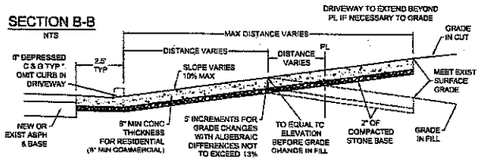
NOTES:
1. CONSTRUCT EXPANSION JOINTS AT THE START & END OF EVERY DRIVEWAY & CURB INLET.
2. CONSTRUCT CONTRACTION JOINTS EVERY 10' MAXIMUM.
3. JOINT MATERIAL TO EXTEND THRU C & G, FRONT TO BACK, & NEATLY TRIMMED TO MATCH CONC SURFACE.
4. FLOAT GROUT TO SURFACE ON EXPOSED SURFACES.
5. ALL POURED CONCRETE SHALL BE CLASS 'B'.

STD UPRIGHT C & G
N.T.S.

ST-04

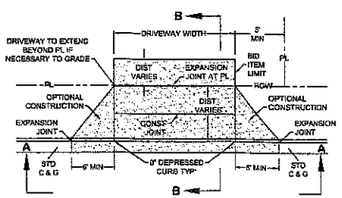
CITY OF JOPLIN, MO	CKD BY:	JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE:	2/2019	STD UPRIGHT
ENGINEERING DIVISION	ENGINEER:	HERTZBERG	CURB & GUTTER
602 S MAIN ST 64801	FILE:	CURBDET	

SECTION B-B
NTS

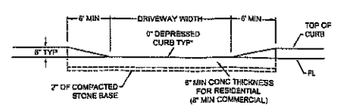


NOTES:
1. STEEL REINFORCEMENT IS NOT ALLOWED.
2. ALL GUTTER CONST IN FRONT OF DRIVEWAY & ALL C & G IN DRIVEWAY TRANSITIONS SHALL BE INCLUDED IN THE BID PRICE OF THE DRIVEWAY.
3. BID PRICE FOR ALL DRIVEWAYS SHALL INCLUDE ALL EXCAVATION, LABOR, & MATERIALS REQUIRED TO CONSTRUCT DRIVEWAY.
4. * = 1.5" DEPRESSED CURB (CHAMFERED) ALLOWED WHEN NEEDED FOR DRAINAGE OR SIDEWALK GRADE.
5. 5' INCREMENTS FOR GRADE CHANGES IN DRIVEWAY ARE ALLOWED TO MEET EXIST GRADE.
6. ALGEBRAIC DIFFERENCE AT GRADE CHANGES ARE NOT TO EXCEED 13%.
7. EXPANSION JOINTS SHALL BE CONSTRUCTED NEAR PROPERTY LINE & THROUGH C & G ADJACENT TO DRIVEWAY.
8. OPTIONAL CONSTRUCTION JOINTS MAY BE USED AT GRADE CHANGES IN DRIVEWAY.
9. RAMPS NOT TO EXCEED 30" VERTICALLY WITHOUT 5' X 5' LANDING.

PLAN VIEW
NTS



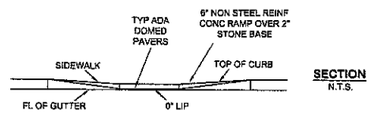
SECTION A-A
NTS



ST-08

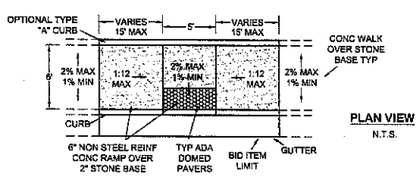
CITY OF JOPLIN, MO	CKD BY:	JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE:	2/2019	TYPE A DRIVEWAY
ENGINEERING DIVISION	ENGINEER:	HERTZBERG	WITH NO SIDEWALK
602 S MAIN ST 64801	FILE:	TYPEADRIVE	

NOTES:
1. ALL GUTTER CONST IN FRONT OF RAMP & ALL C&G IN RAMP TRANSITIONS SHALL BE INCLUDED IN THE BID PRICE OF THE C&G.
2. BID PRICE (PAID BY SY) FOR ALL RAMPS SHALL INCLUDE ALL EXCAVATION, LABOR, & MATERIALS REQUIRED TO CONST RAMP.
3. ALL POURED CONCRETE SHALL BE CLASS 'B' FIBER REINFORCED.
4. RAMPS NOT TO EXCEED 30" VERTICALLY WITHOUT 5' X 5' LANDING.



SECTION
N.T.S.

TYPE 'B'
ADA RAMP
N.T.S.



PLAN VIEW
N.T.S.

ST-15

CITY OF JOPLIN, MO	CKD BY:	JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE:	2/2019	TYPE 'B'
ENGINEERING DIVISION	ENGINEER:	HERTZBERG	ADA RAMP
602 S MAIN ST 64801	FILE:	TYPEBADARAMP	

ANDERSON ENGINEERING
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR. STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

BY	DATE	
		DRAWN BY: CMA
		CHECK BY: PJJ
		LICENSE NO.
		DATE: 05/05/2021
		ISSUED FOR: PRELIMINARY
		JOB NUMBER 21JO10027

REVISIONS

NO.	DESCRIPTION

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

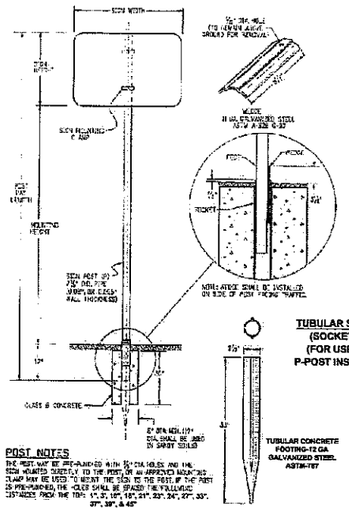
DETAIL SHEET 1

1901 CAROLYN PLACE, JOPLIN, MISSOURI

STATE OF MISSOURI
PATRICK J. JOHNSON
NUMBER PE-2009018925
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
4
4 OF 9

May 07, 2021 - 11:16am Plotted By: Calvin G:\Shared Drives_01_Land Development Eng_Projects\21\21J010027-JASPER COUNTY CASA Jasper County, Joplin, MO\01 CAD\03-Base\21J010027-PROP-DETAILS.dwg Layout: DETAILS 1



TUBULAR STEEL POSTS
(SOCKET SYSTEM)
(FOR USE WITH ALL P-POST INSTALLATIONS)

POST NOTES

PIPE POST MAY BE PRE-PUNCHED WITH 3/8" DIA HOLES AND NAIL SIGN MOUNTED DIRECTLY TO THE POST, OR AN APPROVED MOUNTING CLAMP MAY BE USED TO MOUNT THE SIGN TO THE POST. IF THE POST IS PRE-PUNCHED, THE HOLE SHALL BE SPACED THE FOLLOWING DISTANCES FROM THE TOP: 1", 3", 15", 19", 21", 23", 24", 27", 33", 37", 39", & 45"

POST SPECIFICATIONS

POST SIZE:	OUTSIDE Ø	WALL TH	MATERIAL	** COATING	MAX ALLOW MOMENT	PAID FOR AS:
P	2.375"	.065"	ASTM-513	ASTM A-653 G-210 WITH 3.0 MIL POLYMER COATING PER ASTM A-920 CLEAR COATING	1.47 KIP FT	STEEL SIGN SUPPORT (2 INCH ROUND)
P1	2.875"	.160"	ASTM-513		4.02 KIP FT	STEEL SIGN SUPPORT (2 1/2 INCH ROUND XP-40)
P2	2.875"	.276"	ASTM-500	DO NOT DIPPED PER ASTM-123	5.13 KIP FT	STEEL SIGN SUPPORT (2 1/2 INCH ROUND SCH 80)

** COLOR POWDER COATING MAY BE ADDED ACCORDING TO MANUFACTURER SPECIFICATIONS FOR SPECIAL LOCATIONS WHEN SHOWN ON PLANS.

SHEET 1 ST-18

CITY OF JOPLIN, MO	CKD BY: JOHNSON
PUBLIC WORKS DEPT	DATE: 03/2019
ENGINEERING DIVISION	ENGINEER: HERTZBERG
602 S MAIN ST 64801	FILE: SIGN POST 1

PROJECT
SIGN SUPPORT & INSTALLATION DETAILS

CHART NOTES:
1. TYPICAL POST MOUNTING HEIGHTS FROM GROUND TO BOTTOM OF SIGN PANEL ARE 7', 8', OR 9'. OTHER HEIGHTS MAY BE REQUIRED WHEN SIGNS ARE MOUNTED ON STEEPER FILL OR CUT SLOPES.
2. FOR SIGNS MOUNTED ON TWO POSTS, THE MINIMUM DISTANCE BETWEEN POSTS SHALL BE 3' & THE MAXIMUM DISTANCE SHALL BE 8'. DISTANCE FROM POST TO EDGE OF SIGN PANELS SHALL 0" TO 4". WHEN BACKING ZEES ARE USED, POSTS SHALL BE INSTALLED WITH A MINIMUM OF 2" TO THE EDGE OF THE BACKING ZEE.
3. ALL SIDE PANELS GREATER THAN 60" IN WIDTH MUST BE MOUNTED ON 2 POSTS TO PREVENT TURNING.
4. THE POST SIZES SHOWN ARE THE MINIMUM SIZES REQUIRED. TWO P1 POSTS MAY SUBSTITUTED WHEN ONE P2 POST IS INDICATED. P2 POSTS MAY BE SUBSTITUTED FOR P1 POSTS WHEN DIRECTED BY THE ENGINEER.

SIGN POST SELECTION GUIDE
(90 MPH WIND LOAD DESIGN)
(FOR SOCKET SYSTEM & SLIPBASE INSTALLATIONS USING P, P1, OR P2 POSTS)

7' MOUNTING HEIGHT

SIGN HEIGHT (FT)	SIGN WIDTH (FT) 1	2	2.5	3	4	5	6	7	8	9
1	P	P	P	P	P	P	P1	SIZES NOT USED		
2	P	P	P	P	P	P1	P1			
2.5	P	P	P	P	P1	P1	P1	TWO P1'S		
3	P	P	P	P1	P1	P1	P1			
4	P	P1	P1	P1	P1	P1	P1			
5	SIZES NOT USED		P1	P1	P1	P1	P1	SIZE NOT USED		
6			P1	P1	P1	P1	P2		TWO P2'S	
7			P1	P1	P1	P2	TWO P1'S		TWO P2'S	

* SEE CHART NOTE 4

8' MOUNTING HEIGHT

SIGN HEIGHT (FT)	SIGN WIDTH (FT) 1	2	2.5	3	4	5	6	7	8	9
1	P	P	P	P	P	P1	P1	SIZES NOT USED		
2	P	P	P	P	P1	P1	P1			
2.5	P	P	P	P1	P1	P1	P1	TWO P1'S		
3	P	P	P1	P1	P1	P1	P1			
4	P	P1	P1	P1	P1	P1	P1			
5	SIZES NOT USED		P1	P1	P1	P1	P2		TWO P2'S	
6			P1	P1	P1	P2	TWO P1'S		TWO P2'S	
7			P1	P1	P2	TWO P1'S	TWO P1'S		TWO P2'S	

* SEE CHART NOTE 4

9' MOUNTING HEIGHT

SIGN HEIGHT (FT)	SIGN WIDTH (FT) 1	2	2.5	3	4	5	6	7	8	9
1	P	P	P	P	P	P1	P1	SIZES NOT USED		
2	P	P	P	P	P1	P1	P1			
2.5	P	P	P	P1	P1	P1	P1	TWO P1'S		
3	P	P	P1	P1	P1	P1	P1			
4	P	P1	P1	P1	P1	P1	P1			
5	SIZES NOT USED		P1	P1	P1	P1	P2		TWO P2'S	
6			P1	P1	P1	P2	TWO P1'S		TWO P2'S	
7			P1	P1	P2	TWO P1'S	TWO P1'S		TWO P2'S	

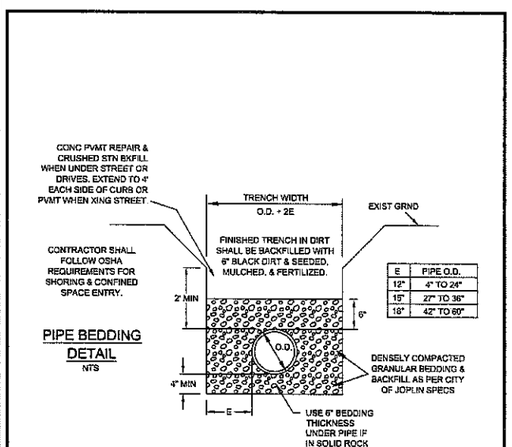
* SEE CHART NOTE 4

GENERAL NOTES:
1. SIGNS BETWEEN 37" & 60" WIDTH WITH ONE POST INSTALLATION REQUIRE A "T" OR "U" SIGN SUPPORT BRACKET IN ADDITION TO THE BACKING ZEE REQUIREMENTS. WHEN DIRECTED BY THE ENGINEER, SIGN PANELS LESS THAN 48" MAY BE ATTACHED DIRECTLY TO "T" OR "U" BRACKETS WITHOUT ZEES.
2. U-BRACKETS MAY BE USED FOR MULTIPLE SIGN INSTALLATIONS.

SHEET 2 ST-19

CITY OF JOPLIN, MO	CKD BY: JOHNSON
PUBLIC WORKS DEPT	DATE: 03/2019
ENGINEERING DIVISION	ENGINEER: HERTZBERG
602 S MAIN ST 64801	FILE: SIGN POST 2

PROJECT
SIGN SUPPORT & INSTALLATION DETAILS



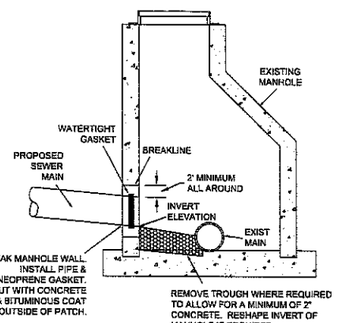
E	PIPE O.D.
12"	4" TO 24"
15"	27" TO 36"
18"	42" TO 60"

PIPE BEDDING DETAIL
NTS

SAN-01

CITY OF JOPLIN, MO	CKD BY: JOHNSON
PUBLIC WORKS DEPT	DATE: 12/2020
ENGINEERING DIVISION	ENGINEER: HERTZBERG
602 S MAIN ST 64801	FILE: BEDDET

PROJECT
PIPE BEDDING DETAIL

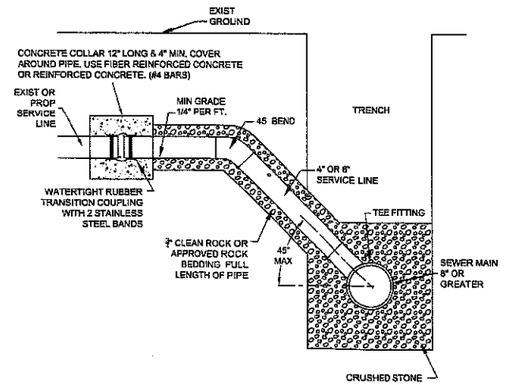


EXISTING MANHOLE TAP
NTS

SAN-06

CITY OF JOPLIN, MO	CKD BY: JOHNSON
PUBLIC WORKS DEPT	DATE: 2/2019
ENGINEERING DIVISION	ENGINEER: HERTZBERG
602 S MAIN ST 64801	FILE: MHTAP

PROJECT
EXISTING MANHOLE TAP



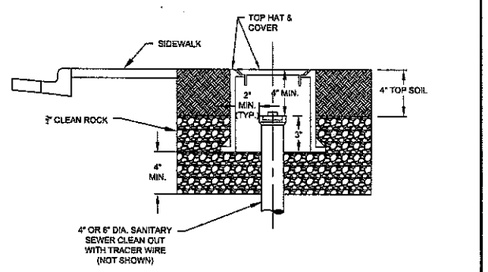
NOTES:
- TRACER WIRE (NOT SHOWN) MAY BE REQUIRED. SEE STANDARD DETAILS.
- RUBBER SADDLES ARE NOT ALLOWED.
- NO HOLES FOR NEW CONNECTIONS SHALL BE MADE BY HAMMERING, REGARDLESS OF THE EXISTING SEWER MAIN PIPE MATERIAL.
- ALL HOLES FOR NEW CONNECTIONS TO EXISTING PIPE SHALL BE MADE BY CORING IN THE PRESENCE OF THE CITY'S INSPECTOR. ALTERNATIVELY, A PREFABRICATED PVC WYE OR TEE CAN BE INSTALLED, IN WHICH CASE, THE NEW FITTING SHALL BE AFFIXED TO THE EXISTING SEWER MAIN BY MEANS OF A WATERTIGHT RUBBER COUPLING WITH 2 STAINLESS STEEL BANDS, ALL OF WHICH SHALL BE CONCRETE ENCASED PER THE REQUIREMENTS SHOWN ON THE DETAIL ABOVE.

SERVICE CONNECTION
N.T.S.

SAN-15

CITY OF JOPLIN, MO	CKD BY: JOHNSON
PUBLIC WORKS DEPT	DATE: 4/2019
ENGINEERING DIVISION	ENGINEER: HERTZBERG
602 S MAIN ST 64801	FILE: SERVCONN

PROJECT
SEWER SERVICE CONNECTION



NOTES
1. A SEALED CLEAN OUT WITH REMOVABLE CAP SHALL BE INSTALLED WITHIN 3' OF THE PUBLIC EASEMENT, OR PROPERTY LINE UNLESS OTHERWISE APPROVED BY THE ENGINEER, AND SHALL BE HOUSED IN A PROTECTIVE ENCLOSURE. AS PART OF THE REQUIREMENTS OF STATE STATUTE NO.319.053. THIS PROTECTIVE ENCLOSURE SHALL BE THE ACCESS POINT FOR THE SERVICE LINE CLEAN OUT AS WELL AS THE ACCESS POINT FOR CONNECTION TO THE TRACER WIRE. THE TOP OF THE PROTECTIVE ENCLOSURE SHALL BE INSTALLED TO FINISH GRADE, AND SHALL BE ACCESSIBLE FROM THE R/W OR EASEMENT.
2. AVOID LOCATING THE CLEAN OUT AND PROTECTIVE ENCLOSURE IN SIDEWALKS. IF UNAVOIDABLE, REPLACE, PER CITY STANDARDS, THE ENTIRE SIDEWALK PANEL. UNLESS OTHERWISE APPROVED BY THE ENGINEER.
3. THE TOP HAT & COVER ("PROTECTIVE ENCLOSURE") SHALL BE LOCALLY AVAILABLE. LID SHALL HAVE THE WORD "SEWER" IN THE CASTING. EQUIVALENT FRAME AND LID MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER.
4. THE PROTECTIVE ENCLOSURE IS NOT REQUIRED AT THE CLEAN OUT NEXT TO A BUILDING, BUT IT IS STRONGLY RECOMMENDED.
5. ALL CONNECTORS USED SHALL BE DIRECT BURIAL RATED AND SHALL BE DIELECTRIC SILICON FILLED TO SEAL OUT MOISTURE AND CORROSION.

PROTECTIVE ENCLOSURE DETAIL
NTS

SAN-17

CITY OF JOPLIN, MO	CKD BY: JOHNSON
PUBLIC WORKS DEPT	DATE: 7/2019
ENGINEERING DIVISION	ENGINEER: HERTZBERG
602 S MAIN ST 64801	FILE: PROTECT ENCL

PROJECT
PROTECTIVE ENCLOSURE FOR CLEAN OUTS

ANDERSON ENGINEERING
CIVIL • LAND DEVELOPMENT
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 52

REVISIONS NO.	DESCRIPTION	BY	DATE

DRAWING INFO.
DRAWN BY: CMA
CHECK BY: PJJ
LICENSE NO.
DATE: 05/06/2021
ISSUED FOR: PRELIMINARY
JOB NUMBER: 21JO10027

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

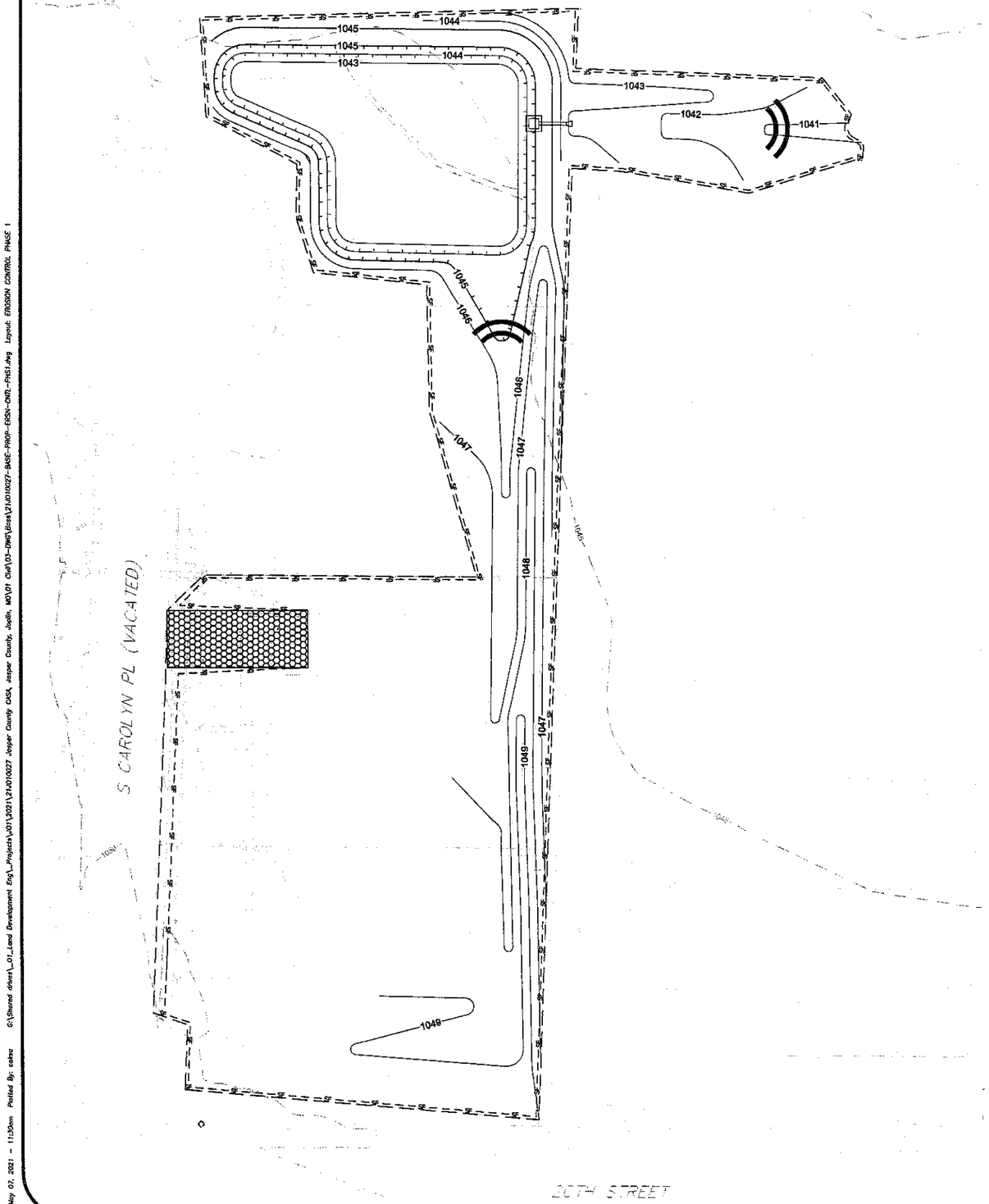
JASPER COUNTY CASA
1901 CAROLYN PLACE, JOPLIN, MISSOURI

DETAIL SHEET 2

STATE OF MISSOURI
PATRICK J. JOHNSON
NUMBER PE-2009018882
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
5
5 OF 9

May 07, 2021 - 11:11am Plotted by: celso G:\Shared docs_01_Land Development Eng_Projects\2021\21JO10027 Jasper County CASA, Jasper County, Joplin, MO\01 Cad\CAD-ARCH\Detail\21JO10027-BASE-PROP-DET1.dwg Layout: DETAILS2



LEGEND

- 900 — FINISH GRADE 5' CONTOUR
- 901 — FINISH GRADE 1' CONTOUR
- 900 — EXISTING GRADE 5' CONTOUR
- EXISTING GRADE 1' CONTOUR
- LIMITS OF DISTURBANCE
- SF — SF — SILT FENCE
- ROCK CHECK DAM
- TEMPORARY STONE CONSTRUCTION EXIT

HORIZONTAL
20' 0 20' 40'
SCALE IN FEET SCALE: 1" = 20'

SEQUENCE OF CONSTRUCTION

PHASE I OF LAND DISTURBANCE:

1. INSTALL PERIMETER EROSION CONTROL MEASURES
   A. INSTALL PERIMETER SILT FENCE
2. INSTALL TEMPORARY STONE CONSTRUCTION EXIT
3. STRIP AND STOCKPILE TOPSOIL IN ACCESSIBLE AREAS AND PROTECT TOPSOIL STOCKPILE WITH PERIMETER SILT FENCE.
4. BEGIN MASS GRADING OPERATION

FEMA INFORMATION

THIS SITE IS LOCATED IN ZONE X, AN AREA OF MINIMAL FLOOD HAZARD, PER FEMA FIRM MAP 29097C0278E: EFFECTIVE DATE OF NOVEMBER 02, 2012. NO LETTERS OF MAP AMENDMENT OR REVISIONS ARE BEING PROPOSED.

LAND DISTURBANCE PERMIT

LAND DISTURBANCE PERMITTED TO BE OBTAINED.

VERIFY INSTALL OF ALL REQUIRED PHASE I EROSION CONTROL PRIOR TO LAND DISTURBANCE ACTIVITIES.

EROSION & SEDIMENTATION CONTROL MAINTENANCE

ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
2. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
3. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

GENERAL EROSION & SEDIMENTATION NOTES:

A. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, ATTACHMENTS INCLUDED IN SPECIFICATIONS, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORMWATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
D. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
E. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
G. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
H. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
I. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
J. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
K. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
L. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
M. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL BE STOPPED FOR AT LEAST 7 DAYS, SHALL BE TEMPORARILY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
N. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN.
O. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. ONLY USE INGRESS/EGRESS LOCATIONS AS PROVIDED.
P. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
Q. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
R. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
S. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
T. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.
DRAWN BY: CMA
CHECK BY: PJJ
LICENSE NO.
DATE: 05/05/2021
ISSUED FOR: PRELIMINARY
JOB NUMBER: 21JO10027

NO.	DESCRIPTION	BY	DATE

REVISIONS

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

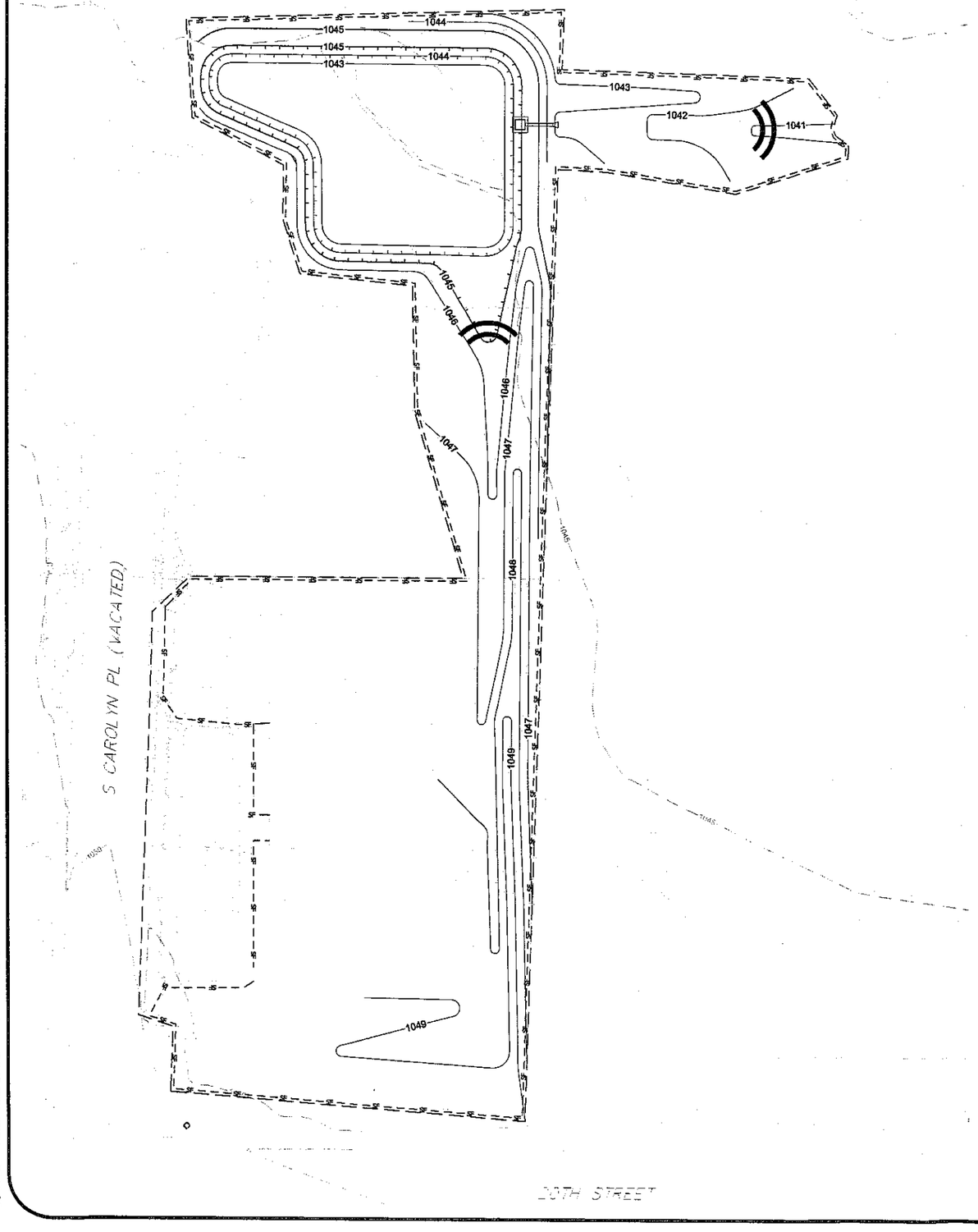
EROSION CONTROL PHASE 1

1901 CAROLYN PLACE, JOPLIN, MISSOURI

STATE OF MISSOURI
PATRICK J. JOYCE
NUMBER PE-2009018977
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
6
6 OF 9

May 07, 2021 - 11:30am Plotted By: cakay G:\Shared drives_01_Land Development Eng_Projects\JO1\2021\21JO10027 Jasper County CASA Jasper County, Joplin, MO\01 Cad\03-DWG\Base\21JO10027-BASE-PROP-EROSN-CNTL-PHS1.dwg Layout: EROSION CONTROL PHASE 1



LEGEND

- 900 — FINISH GRADE 5' CONTOUR
- 901 — FINISH GRADE 1' CONTOUR
- 900 — EXISTING GRADE 5' CONTOUR
- EXISTING GRADE 1' CONTOUR
- LIMITS OF DISTURBANCE
- SF — SF — SILT FENCE
- ROCK CHECK DAM

HORIZONTAL
20' 0 20' 40'
SCALE IN FEET SCALE: 1" = 20'

SEQUENCE OF CONSTRUCTION

PHASE II OF LAND DISTURBANCE:
1. TEMPORARILY STABILIZE, THROUGHOUT CONSTRUCTION, DENUDED AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE.
2. COMPLETE GRADING AND FINAL STABILIZATION OVER ALL AREAS.

FEMA INFORMATION

THIS SITE IS LOCATED IN ZONE X, AN AREA OF MINIMAL FLOOD HAZARD, PER FEMA FIRM MAP 29097C0278E: EFFECTIVE DATE OF NOVEMBER 02, 2012. NO LETTERS OF MAP AMENDMENT OR REVISIONS ARE BEING PROPOSED.

LAND DISTURBANCE PERMIT

LAND DISTURBANCE PERMITTED TO BE OBTAINED.

VERIFY INSTALL OF ALL REQUIRED PHASE I EROSION CONTROL PRIOR TO LAND DISTURBANCE ACTIVITIES.

EROSION & SEDIMENTATION CONTROL MAINTENANCE

ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
2. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
3. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

GENERAL EROSION & SEDIMENTATION NOTES:

A. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, ATTACHMENTS INCLUDED IN SPECIFICATIONS, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORMWATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
D. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
E. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
G. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
H. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
I. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
J. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
K. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
L. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
M. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL BE STOPPED FOR AT LEAST 7 DAYS, SHALL BE TEMPORARILY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
N. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN.
O. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. ONLY USE INGRESS/EGRESS LOCATIONS AS PROVIDED.
P. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
Q. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
R. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
S. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
T. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE.

ANDERSON ENGINEERING
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-4400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS			DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	
			DRAWN BY:	CMA
			CHECK BY:	PJJ
			LICENSE NO.	
			DATE:	05/05/2021
			ISSUED FOR:	PRELIMINARY
			JOB NUMBER:	21J010027

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

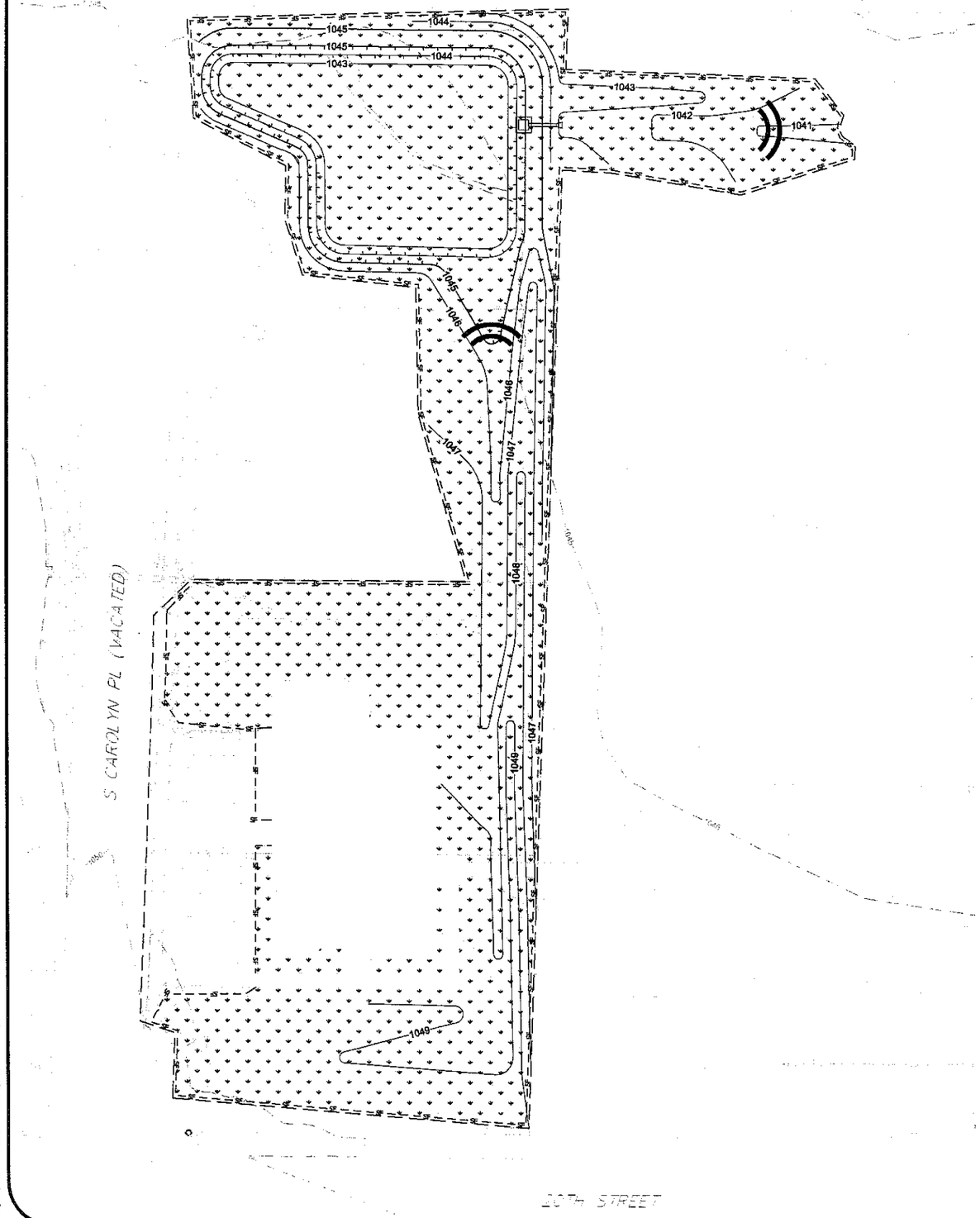
EROSION CONTROL PHASE 2

1901 CAROLYN PLACE, JOPLIN, MISSOURI

STATE OF MISSOURI
PATRICK J. JACQUOT
NUMBER PE-2009018512
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
7
7 OF 9

May 07, 2021 - 11:30am Plotted By: calsa G:\Shared drives_01_Land Development Eng_Projects\JO1\2021\21J010027 Jasper County CASA, Jasper County, Joplin, MO\01 Civil\03-DWG\Base\21J010027-BASE-PROP-ESSN-CNTL-PH2.dwg Layout: EROSION CONTROL PHASE 2



LEGEND

- 900 — FINISH GRADE 5' CONTOUR
- 901 — FINISH GRADE 1' CONTOUR
- EXISTING GRADE 5' CONTOUR
- EXISTING GRADE 1' CONTOUR
- LIMITS OF DISTURBANCE
- SF — SF — SILT FENCE
- ROCK CHECK DAM
- SOD

HORIZONTAL
20' 0 20' 40'
SCALE IN FEET SCALE: 1" = 20'

SEQUENCE OF CONSTRUCTION

PHASE III OF LAND DISTURBANCE:

1. SOD AREA AS SHOWN ON PLANS.
2. SEDIMENT CONTROL MAY BE REMOVED ONCE SODDED AREAS AREAS ARE ESTABLISHED ON 70% OF SITE.
3. WHEN 70% ESTABLISHMENT HAS BEEN VERIFIED ON SITE THE CONTRACTOR SHALL SUBMIT "REQUEST FOR TERMINATION OF OPERATING PERMIT" TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES. (MDNR.)

FEMA INFORMATION

THIS SITE IS LOCATED IN ZONE X, AN AREA OF MINIMAL FLOOD HAZARD, PER FEMA FIRM MAP 29097C0278E: EFFECTIVE DATE OF NOVEMBER 02, 2012. NO LETTERS OF MAP AMENDMENT OR REVISIONS ARE BEING PROPOSED.

LAND DISTURBANCE PERMIT

LAND DISTURBANCE PERMITTED TO BE OBTAINED.

VERIFY INSTALL OF ALL REQUIRED PHASE I EROSION CONTROL PRIOR TO LAND DISTURBANCE ACTIVITIES.

EROSION & SEDIMENTATION CONTROL MAINTENANCE

ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
2. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
3. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

GENERAL EROSION & SEDIMENTATION NOTES:

A. THE STORMWATER POLLUTION PREVENTION PLAN IS COMPRISED OF THIS DRAWING, THE STANDARD DETAILS, ATTACHMENTS INCLUDED IN SPECIFICATIONS, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORMWATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
D. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
E. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
G. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
H. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
I. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
J. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
K. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
L. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
M. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL BE STOPPED FOR AT LEAST 7 DAYS, SHALL BE TEMPORARILY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
N. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN.
O. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. ONLY USE INGRESS/EGRESS LOCATIONS AS PROVIDED.
P. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
Q. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
R. ON-SITE & OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
S. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
T. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE: (816) 777-0409
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	CMA
				CHECK BY:	PJJ
				LICENSE NO.	
				DATE:	05/05/2021
				ISSUED FOR:	PRELIMINARY
				JOB NUMBER:	21JO10027

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

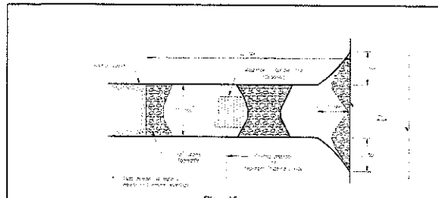
EROSION CONTROL PHASE 3

1901 CAROLYN PLACE, JOPLIN, MISSOURI

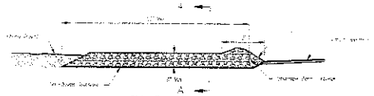
STATE OF MISSOURI
PATRICK J. JOYCE
NUMBER PE-2009018822
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
8
8 OF 9

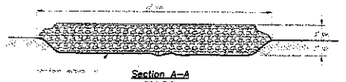
May 07, 2021 - 11:30am Plotted By: cokes G:\Shared drives_01_Land Development Eng_Projects\JO11\2021\21JO10027 Jasper County CASA, Jasper County, Joplin, MO\01 CAD\03-DWG\Base\21JO10027-BASE-PROP-ERSH-CIVIL-PH03.dwg Layout: EROSION CONTROL PHASE 3



Plan View
Not to Scale



Side Elevation
Not to Scale



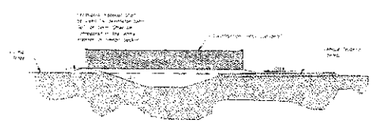
Section A–A
Not to Scale

Notes for Concrete Washout:

1. Designate washout area and direct all material away to any concrete deliveries.
2. Construct washout area before any concrete is placed on the site. Location is the decision of contractor to be agreed to by the City. Washout must be at least 50 feet from any storm drain, open ditch or waterway. Washout area should be located in an area that will be used for at least two months.
3. Washout capacity is measured at the original level of the washout area.
4. Signs shall be placed at the construction site entrance, washout area and maintained as necessary to clearly indicate the location of the washout. Signage shall direct truck drivers to the washout area.
5. A shovel must be available at the washout area for removing concrete from chutes and equipment.

Maintenance for Concrete Washout:

1. Concrete washout facilities shall be maintained once the materials have less the minimum capacity.
2. Concrete washout areas shall be enlarged as necessary to maintain capacity of required volumes.
3. Concrete washout debris shall be disposed of properly. Concrete washout debris shall not be disposed in any waterway or storm drain system.
4. Once concrete washout areas are removed, accumulated dirt shall be disposed of properly. Any disturbed areas shall be repaired in accordance with the approved plans.



CONCRETE WASHOUT

Notes for Construction Entrance:

1. Avoid locating on steep slopes, at curves on public roads, or entrance at disturbed areas.
2. Remove all vegetation and other unsuitable material from the foundation area, grade, and crown for positive drainage.
3. If slope towards the public road exceeds 2%, construct a 6in (5-inch high ridge with 3H:1V side slopes across the foundation approximately 15 feet from the edge of the public road to divert runoff from it.
4. Install pipe under the entrance if needed to maintain drainage ditches along public roads.
5. Place rock to dimensions and grade as shown on plans. Leave surface sloped for drainage.
6. Divert all surface runoff and drainage from the entrance to a sediment control device.
7. If conditions warrant, place geotextile fabric on the graded foundation to improve stability.

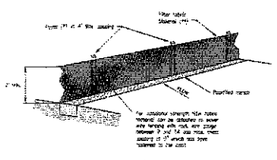
Maintenance for Construction Entrance:

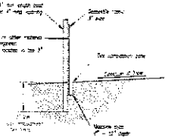
- Passage entrances as needed to maintain function and integrity of installation. Top dress with clean aggregate as needed.

CONSTRUCTION ENTRANCE

Construction Entrance modified from 2012 Johnson Park Standard Details for Erosion and Sediment Control. Concrete Washout modified from 2001 City of Great Bend Standard Drawings.

AMERICAN PUBLIC WORKS ASSOCIATION	KANSAS CITY METRO CHAPTER
CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT	STANDARD DRAWING NUMBER ESC-05
	ADOPTED 10/24/2016





SILT FENCE DETAILS
Not to Scale

Notes:

1. In order to maintain water, the ends of the silt fence must be turned uphill (Figure 4).
2. Long perimeter runs of silt fence must be limited to 1000' flow should be routed up into "sheet" shaped segments to maximize water concentration (Figure 4).
3. Long, gradual inclines or areas of intermediate rows of silt fence to slow runoff velocities.
4. Attach fabric to upstream face of post.
5. Install posts a minimum of 2" into the ground.
6. Completely and daily all sediment by hand or by shovel excavation, power cutting machine cannot be reasonably used.

Maintenance:

1. Remove and dispose of sediment deposits when the deposit accumulates ½ the height of silt fence.
2. Repair as necessary to maintain barrier and structure.

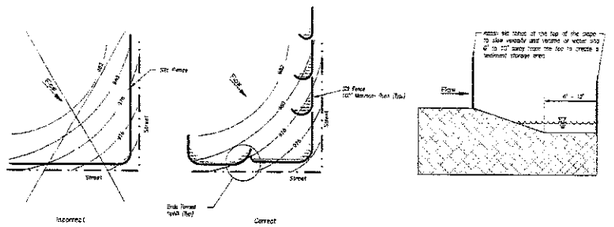
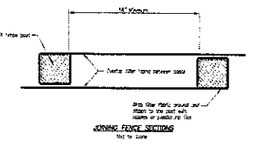


Figure 4

SILT FENCE LAYOUT
Not to Scale



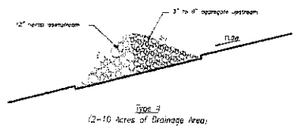
JOINING FENCE SECTIONS
Not to Scale

Modified from 2015 Overland Park Standard Details for Erosion and Sediment Control.

AMERICAN PUBLIC WORKS ASSOCIATION	KANSAS CITY METRO CHAPTER
SILT FENCE	STANDARD DRAWING NUMBER ESC-03
	ADOPTED 10/24/2016



Type I
12 Acres or less of Drainage Area
Not to Scale



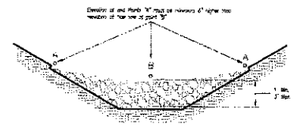
Type II
12-10 Acres of Drainage Area
Not to Scale

ROCK DITCH CHECK

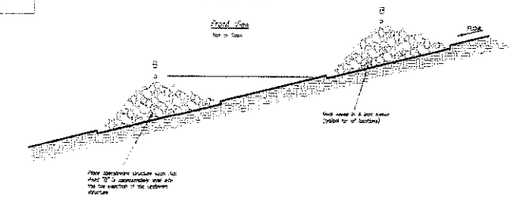
Temporary Rock Ditch Check Spacing

Ditch Centerline Slope (%)	Spacing Interval (Feet)
2.0	65
4.0	55
7.0	43
9.0	37
10.0	34

Note: Use this spacing only for Rock Ditch Checks.



Front View
Not to Scale



Spacing Between Check Dams (all types)
Not to Scale

Notes:

1. Rock check dams may be used only for drainage areas less than 10 acres unless approved by the City Engineer.
2. Use rock dams only in situations where no other ditch controls are.

Maintenance:

- Remove and dispose of sediment deposits when the deposit accumulates ½ the height of the rock dams.
- Repairs and replace as necessary to maintain design and property of installation.

Modified from 2015 Overland Park Standard Details for Erosion and Sediment Control.

AMERICAN PUBLIC WORKS ASSOCIATION	KANSAS CITY METRO CHAPTER
ROCK DITCH CHECKS	STANDARD DRAWING NUMBER ESC-09
	ADOPTED 10/24/2016

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

REVISIONS NO.	DESCRIPTION	BY	DATE

DRAWN BY:	CMA
CHECK BY:	PJJ
LICENSE NO.	
DATE:	05/05/2021
ISSUED FOR:	PRELIMINARY
JOB NUMBER	21J010027

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

JASPER COUNTY CASA

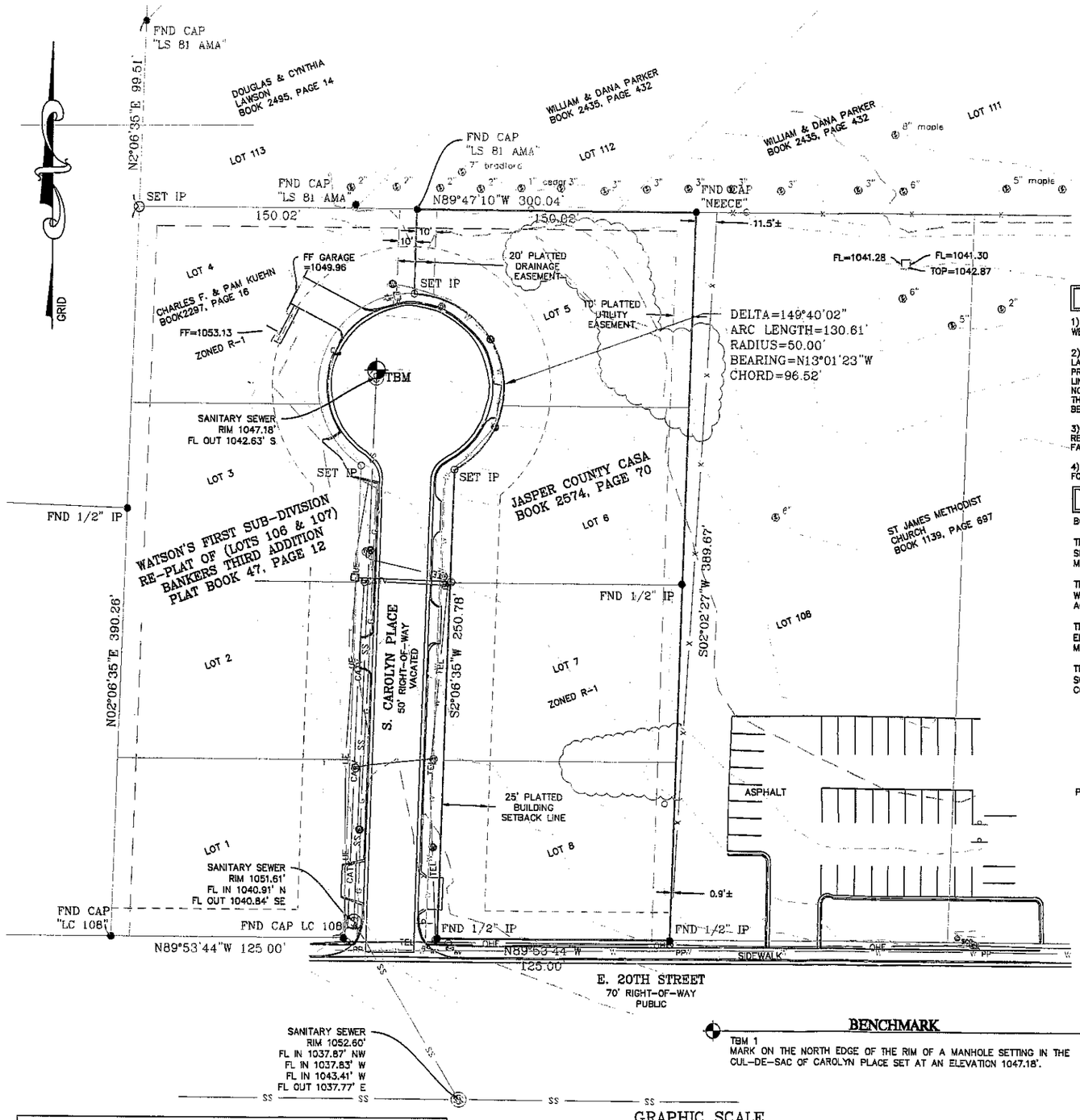
EROSION CONTROL DETAILS

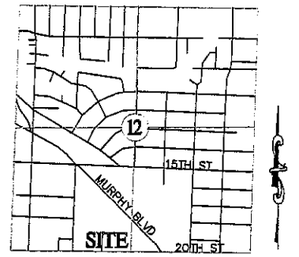
1901 CAROLYN PLACE, JOPLIN, MISSOURI

STATE OF MISSOURI
PATRICK J. JACKSON
NUMBER PE-2010020826
PROFESSIONAL ENGINEER
05/07/2021

SHEET NUMBER
9
9 OF 9

May 07, 2021 - 11:15am Plotted By: cakso G:\Shared drives_01_Land Development Eng_Projects\2021\21J010027-BASE-MRUR--DETL.dwg Layout: ESC SHEET1





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) FENCES SHOWN, OR REFERENCED HEREIN, MAY REPRESENT DIVISION LINES BETWEEN ADJOINING LAND OWNERS, AND EITHER ENCROACH UPON THE SUBJECT PREMISES, OR PROVIDE THE SUBJECT PREMISES WITH SURPLUS LAND BECAUSE SAID FENCES MAY NOT BE LOCATED ON THE DEED LINES. THESE FENCES MAY BE SUBJECT TO ADVERSE POSSESSION RIGHTS BY SAID ADJOINERS. NO FENCES SHOULD BE REMOVED OR REPLACED WITHOUT FIRST CONSULTING CHAPTER 272 OF THE MISSOURI REVISED STATUTES, AND FURTHER, LEGAL ADVICE SHOULD BE SOUGHT, WHICH IS BEYOND THE SCOPE OF SERVICES PROVIDED BY THE SURVEYOR.

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) CAROLYN PLACE VACATED PER CITY OF JOPLIN, DOCUMENTED IN ORDINANCE NO. 2014-208 FOUND IN BOOK 2346, PAGE 1611 AT THE JASPER COUNTY RECORDER OF DEEDS.

RECORD DESCRIPTION

BOOK 2574, PAGE 0070

TRACT 1: ALL OF LOT NUMBERED FIVE (5) AND THE NORTH 11 FEET OF LOT NUMBERED SIX (6) IN WATSON'S FIRST SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2: ALL OF LOT NUMBERED SIX (6) EXCEPT THE NORTH 11 FEET THEREOF IN WATSON'S FIRST SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 3: ALL OF LOT NUMBERED SEVEN (7) AND THE NORTH 5 FEET OF LOT NUMBERED EIGHT (8) IN WATSON'S FIRST SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 4: ALL OF THE SOUTH 100 FEET OF LOT NUMBERED EIGHT (8), EXCEPT THE SOUTH 10 FEET IN WATSON'S FIRST SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

LEGEND

● FND IP	FOUND IRON PIN		PROPERTY LINE
○ SET IP	SET IRON PIN		SANITARY SEWER — SS —
			TELEPHONE LINE — TEL —
PP GY	POWER POLE W/ GUY		GAS LINE — G —
Ⓜ MH	MANHOLE		WATER LINE — W —
© SCO	SEWER CLEANOUT		ELECTRIC LINE — OHE —
LP	LIGHT POLE		UNDERGROUND ELECTRIC — UE —
	SIGN		FENCE LINE — x — x —
Ⓦ	WATER METER		TREELINE
WV	WATER VALVE	□ ER	ELECTRICAL RISER
GV	GAS VALVE	Ⓔ	ELECTRICAL METER
FH	FIRE HYDRANT	○	POST
Ⓣ	TELEPHONE RISER	□ MB	MAIL BOX

BENCHMARK

TBM 1
MARK ON THE NORTH EDGE OF THE RIM OF A MANHOLE SETTING IN THE CUL-DE-SAC OF CAROLYN PLACE SET AT AN ELEVATION 1047.18'.

SURVEYOR'S DECLARATION

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE BOUNDARY AND TOPOGRAPHIC 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: APRIL 22, 2021

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

RONALD W. WALLACE, P.L.S. 2019015191

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

4-22-21
DATE

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0278E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MISSOURI 64801 PHONE (417) 782-7339

REVISIONS			DRAWING INFO.	
NO.	DESCRIPTION	BY DATE	FIELD BY:	LB
			DRAWN BY:	JBM
			CHECK BY:	RWW
			DATE:	4/26/21
			FIELD BOOK:	
			JOB NUMBER:	21JO10027

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

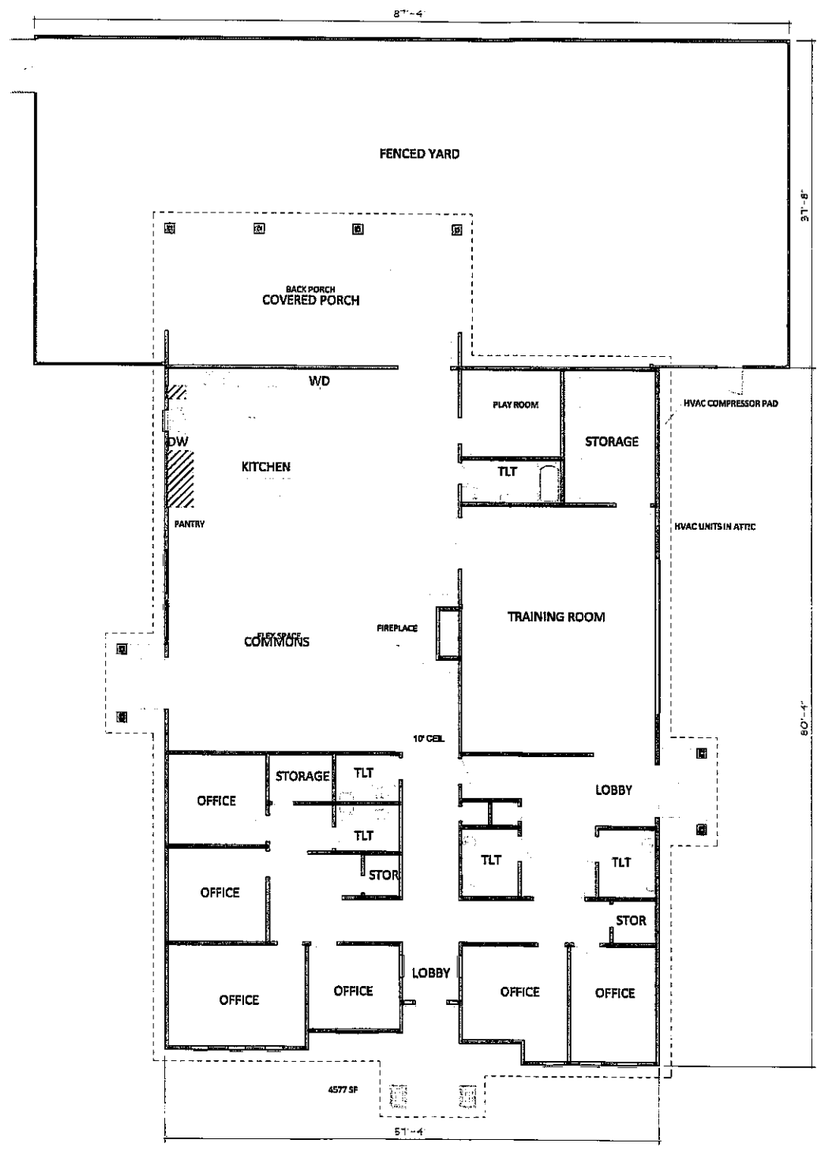
JASPER COUNTY CASA

BOUNDARY & TOPOGRAPHIC SURVEY

1917 CAROLYN PLACE
JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO.
JOP-100-5934

SHEET NUMBER
1
OF 1



FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH

occupancy: 47 (business)

© All rights reserved These drawings are property of Brennfoerder Architectural Services No part of these drawings may be reproduced by any means without written permission. The client shown on this title block is authorized to use these drawings one time only

BRENNFOERDER
ARCHITECTURAL SERVICES
1902 N Park Ave
Joplin, Missouri 64801
Phone: 417-623-0244
Phone: 417-623-0246
Dwight@BrennfoerderArchitects.com

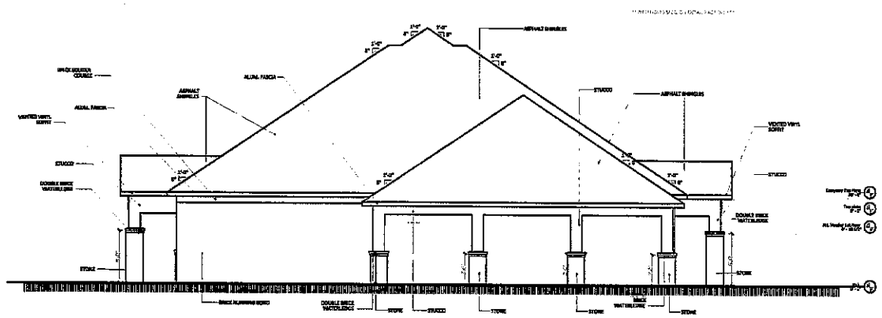
Project Number	Drawn By	Approved By	Revision No	Description	Date
2107	AE	DB			

STATE OF MISSOURI DWIGHT M BRENNFOERDER NUMBER A-5883 REGISTERED ARCHITECT

JASPER COUNTY
CASA
COURT APPOINTED SPECIAL ADVOCATES
1917 CAROLYN PLACE
JOPLIN, MISSOURI 64801

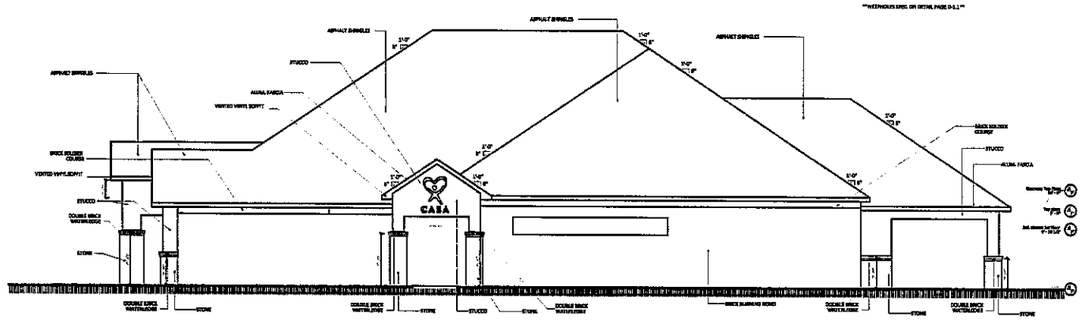
SHEET NUMBER:
A1

DATE: 5/6/2021



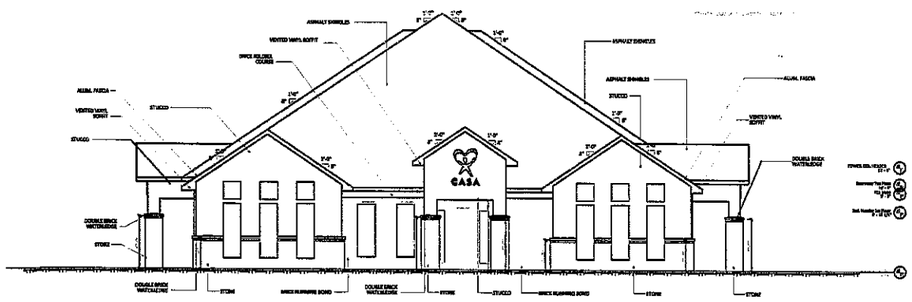
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



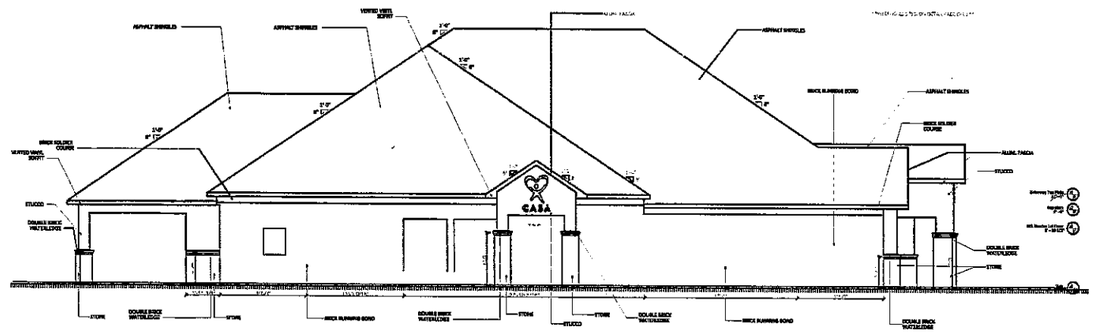
EAST ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

© All rights reserved These drawings are property of Brennfoerder Architectural Services. No part of these drawings may be reproduced by any means without written permission. The client shown on this title block is authorized to use these drawings one time only

BRENNFOERDER
ARCHITECTURAL SERVICES
1902 N Park Ave
Joplin, Missouri 64801
Phone: 417-623-0244
Phone: 417-623-0246
Dwight@BrennfoerderArchitects.com

Project Number	Drawn By	Approved By	Revision No.	Description	Date
2107	AE	DB			

JASPER COUNTY
CASA
COURT APPOINTED SPECIAL ADVOCATES
1917 CAROLYN PLACE
JOPLIN, MISSOURI 64801

SHEET NUMBER:
A2

DATE: 5/6/2021

JOPLIN CITY COUNCIL
JUNE 21, 2021
MEETING MINUTES

CALL TO ORDER

The June 21, 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. Shaw.

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

Alternative Transportation

Jeremy Lynch, Senior Account Executive for Bird Company, presented information on a shared active transportation operation for electric scooters within Joplin corporate boundaries. After the presentation, the city council discussed the proposed interim operating agreement. The City will develop a pilot program with input from stakeholders, including Bird Company, to provide a comprehensive framework for shared active transportation operations in the future. The purpose of the agreement is to establish interim rules and regulations governing Bird Company's operation within the city to ensure that such an operation is managed in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of City's right-of-way. The city council consented to move forward on this and directed city staff to formally present it at a future meeting.

Smart Pavement Technology

Miguel Jaramillo, Director of Business Development for Integrated Roadways, presented an overview of Smart Pavement technology and listed benefits for implementing this kind of technology on our roadways. Attached to his presentation was a smart infrastructure MOU between the City and DEVCO. The MOU is an umbrella agreement under which the parties will undertake activities to facilitate the development and deployment of smart infrastructure. The primary purpose of the MOU is to ensure the coordination necessary to implement smart infrastructure projects in the public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers. The MOU is non-exclusive and subject to funding, availability and does not represent a commitment on behalf of either party to pursue specific projects or partnerships. The projects and activities described in the MOU shall require subsequent agreements between the parties and may be subject to the city council's approval. After discussion, the city council consented to have city staff bring the MOU to a future meeting for formal approval.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Downtown Joplin Alliance Update

Lori Hahn, President of Downtown Joplin Alliance, presented an update of the current projects underway in the downtown area.

Capital Improvement & Public Safety Sales Tax Oversight Committee Semi-Annual Report.

Lori Hahn, Chair of the committee, presented the report. She stated the Committee agrees that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level for the 2021 fiscal year.

The projects under Phase I of the Parks/Stormwater Sales Tax have been completed as promised. The projects under Phase II of the Parks/Stormwater Sales Tax are in progress as set forth to the voters.

The projects under Phase I of the Capital Improvements Sales Tax are all complete as promised, except one which is the Traffic Signal Upgrades. This project is expected to be completed during the 2021 fiscal year. The projects under Phase II of the Capital Improvements Sales Tax are in progress as set forth to the voters.

For the public safety sales tax, all capital items have been completed as promised except for the remaining Eastside fire station. All operational items have been completed except the staffing for the remaining Eastside fire station and the remaining streetlights.

Mr. Copple reminded Ms. Hahn to include the apparatus for Station 7 in the public safety sales tax report.

Semi-Annual Insurance Update: Segal

Kim Wixson, Vice President and Health Consultant at The Segal Group, provided the semi-annual preliminary financial statement and budget to actual report, which included the 2020 and 2021 YTD financial statement; projected vs. actual income and expense for the 12-month period ending December 31, 2020 and the 3-month period ending March 31, 2021; the 2020 and 2021 YTD claims, enrollment and utilization summaries; and the medical and prescription drug large claimant experience.

Sales Tax Update

Finance Director Leslie Haase stated sales tax revenues were up 29% for June 2021 and YTD increase of 10% for FY 2020.

Mayor Stanley called for a break at 8:08 p.m. The meeting was reconvened at 8:18 p.m.

News from the Public Information Office

In consideration of the Missouri Southern State University COVID Operation Plan, the City of Joplin and Missouri Southern State University have modified this year's Independence Day Celebration to a fireworks-only show. The fireworks will be set off on the eastern side of the Missouri Southern State University campus on Sunday, July 4 at 9:45 p.m. Area residents are welcome to watch the display from designated MSSU parking lots. Parking lots will open at 8:30 p.m. with the fireworks show starting at 9:45 p.m. Ten minutes prior to the show's beginning, crews will light a single firework for display to alert the audience of the impending start. The show will last approximately 20 minutes and will be set to music, which visitors can tune into 88.7 KXMS to experience. The entirety of the fireworks celebration will be broadcast live on KGCS TV Channel 21 and on KCGS Facebook page. The stadium and amenities will be closed to the public. For more information visit Joplin Parks & Recreation Facebook page or Missouri Southern's website.

City offices will be closed on Monday, July 5, in observance of Independence Day. This closing includes the MAPS and the Sunshine Lamp Trolley services as well as the Recycling Center. All City services will resume their regularly scheduled hours on Tuesday, July 6. Please note that residential trash pickup does NOT Change since July 4th falls on Sunday this year.

If shooting off Fireworks at your house – please remember these simple rules:

- They can be discharged only on July 1, 2, 3, and 4 from 12 Noon to 11 p.m.
- Bottle rockets and Chinese Lanterns are not permitted within the City.
- All who are setting off fireworks must clean up their shoot area. This is for everyone's benefit – including yours because your neighbors will continue to wave when they see you because they enjoy having you and your family in the neighborhood.
- We wish everyone to have a happy and safe July 4th.

There will be a municipal election on Tuesday, August 3. This is the first of three elections that citizens will vote on City initiatives in upcoming months. There is a lot to talk about for each of these elections, and to help get information out to our citizens, City staff has developed an Elections webpage. It will provide all of the details about the various proposals. It is simple to find at joplinmo.org/elections. At the top of the page is a little history about Joplin and the work that has been done this past year with the Listening Tour and strategic planning by the City Council that resulted in Goals for the City. From there, Action Plans have been developed as the City looks to community betterment. To reach these goals takes resources, and this website is designed to help explain the different ballot initiatives. Visit joplinmo.org for more details on these events.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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 June 7, 2021 City Council meeting.

COUNCIL BILL NO. 2021-004 - an ordinance authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin. **Ordinance No. 2021-086**

COUNCIL BILL NO. 2021-269 - 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-2 (Heavy Industrial) and including in District R-1 (Single Family Residential) property as described below and located 720 S. Minnesota Ave., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-087**

COUNCIL BILL NO. 2021-271 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-3 (Apartment House) and District C-3 (Commercial) property as described below and located 3320 & 3330 N. Range Line Rd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-088**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-138

Mr. Cortez introduced Council Bill No. 2021-138 - an ordinance approving a Work Authorization AMA-PG21-001 with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Thirty Four Thousand and 00/100 dollars ($334,000.00) for professional engineering consulting services for the design of the rehabilitation of the parking garage at 6th Street and Virginia Avenue; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2021-138 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 7. Nays: Copple, Stinnett, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2021-089**

COUNCIL BILL NO. 2021-140

Mr. Copple introduced Council Bill No. 2021-140 - an ordinance approving an amendment (Change Order No. 1) to the construction agreement with Joplin Industrial Electric Co. Inc., in the amount of One Hundred Twelve Thousand Three Hundred Thirty-Six and 15/100 Dollars, ($112,336.15) for the Turkey Creek WWTF Generator Replacement 2021 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No. 2021-140 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. 2021-090**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

Request to Address Council

Sawyer Smith, Blue Haven Homes, LLC, announced that the roof on the Olivia Building has been completed and renovation of the interior has begun. A completion date of Spring 2022 is projected.

Abbie Covington spoke on women's health.

Deborah Ferguson spoke on relevant topics.

Boards & Commissions Appointments

Moved to the July 6 informal meeting.

Health Update

Cases continue to trend upwards. Case counts and hospitalizations are increasing. There are 84 active cases; the 7 day case average is 15; 80 hospitalizations; vaccination rate is at 46% for the city; statewide vaccine average is 43.6%. Joplin Health Dept. has several upcoming clinics in-house and in the community.

Updated streetlight report.

Mr. Stinnett asked for an updated streetlight report for a future meeting. City Manager Edwards stated a report will be provided at a future informal council meeting or council work session.

Right-of-Way Discussion

Mayor Stanley stated there is a lot of work occurring in the city's rights-of-way and he would like to see what information concerning citizens' rights the city has in place and what we can expect from contractors doing business in our city and using our rights-of-way. City staff will prepare information to bring to a future meeting.

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 pursuant to state law, as set forth in Section 610.021 (1) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Lawson, second by Mr. Monteleone 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 9:16 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-450 – approving Program Services Contract and a companion Memorandum of Understanding (MOU) between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
July 06, 2021

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2021-450 Ordinance and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the renewal of the Participation Agreement between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin, in conjunction with a Memorandum of Understanding (MOU) between the DHSS and the city health department outlining the process for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project. This is the first year of a three-year agreement cycle.

BACKGROUND
The Participation Agreement has traditionally provided limited funding to Local Public Health Agencies (LPHA's) to provide the most essential community public health services including disease investigation and prevention, health promotion, and response to disasters impacting community health. The companion MOU outlines the process for participation in the CHIP H.S.I. project. The CHIP H.S.I. project is an initiative where the LPHA's submit qualifying expenditures in specific program areas to DHSS for federal reimbursement. Currently certain childhood immunization program costs may be eligible for these reimbursements.

The period for the agreements is June 1, 2021 through May 31, 2024 and the total anticipated reimbursement from these agreements in the first year of the three agreement is up to $100,060.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis due to funding period of the grant and to prevent the delay of approval of the contract for invoicing.

COUNCIL BILL NO. 2021-450 ORDINANCE NO.

AN ORDINANCE authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to One-Hundred Thousand, Sixty Dollars, no Cents, ($100,060.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Participation Agreement and MOU by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreements being attached hereto, be and the same is hereby, approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and timely approval prevents delay in approval of the agreement with the State of Missouri and implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of July, 2021, by a vote of

_____
Ryan D Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Robert J. Knodell
Acting Director

Michael L. Parson
Governor

RECEIVED
JUN 14 2021

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosure

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, (3) Exhibit - Anti-Discrimination Against Israel Act Certification, and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.

2. The purpose of this agreement is to provide an investment of state resources in the local public health agency (LPHA) to support the delivery of public health services essential to the prevention of disease, promotion of healthy families, lifestyles and environments, and for protection from disease and disaster through an integrated and cooperative public health system in Missouri. The authority of the LPHA to perform public health services derives directly from this agreement and the Missouri Revised Statute 192.290.

3. This agreement shall be effective June 1, 2021 through May 31, 2024.

AGREEMENT NUMBER	AMENDMENT NUMBER	VENDOR NUMBER **4460001960 6**
CONTRACTOR NAME (PLEASE PRINT/TYPE) **Joplin City Health Department**	DOING BUSINESS AS (DBA) NAME	
NAME OF AUTHORIZED REPRESENTATIVE	PAYMENT MAILING ADDRESS **321 East 4th Street**	
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER	CITY, STATE, ZIP **Joplin, MO 64801**	
TELEPHONE NUMBER	E-MAIL ADDRESS	
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
TYPE OF CONTRACTOR ☐ Hospital ☐ Pharmacy ☐ Dentist ☐ Therapist ☐ Physician (M.D./D.O.) ☐ Other_____		STATE LICENSE NO. (IF APPLICABLE)
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE ▶		DATE

4. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

4.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

4.2 Certificate of authority to transact business/certificate of good standing (if applicable)

4.3 Taxes (e.g., city/county/state/federal)

4.4 State and local certifications (e.g., professions/occupations/activities)

4.5 Licenses and permits (e.g., city/county license, sales permits)

4.6 Insurance (e.g., worker's compensation/unemployment compensation)

5. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services
Program Contact: Jennifer Harrison
Address: 920 Wildwood, PO Box 570, Jefferson City, MO 65102-0570
Phone: 573-522-2881
Email: jennifer.harrison@health.mo.gov

6. The Department shall support the LPHA in the delivery of public health services by the following:

6.1 Provide subject to availability, annual investment for each budget period (June 1 through May 30) of the agreement period.

6.1.1 The investment includes and is subject to the annual appropriated amount available for federal reimbursements of qualifying LPHA expenditures through the Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).

6.1.2 The investment includes and is subject to the annual appropriated amount available to the Department for state investment in local public health services.

6.1.3 The amount available to the LPHA is posted at http://clphs.health.mo.gov/LPHS/ under State Investment In Local Public Health Services-State and Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).

6.1.4 The Department will notify the LPHA in writing when the amount available changes during the agreement period.

6.2 Provide a statewide communicable disease reporting system to facilitate compliance with 19 CSR 20 Chapter 20- Communicable Diseases.

6.2.1 The reporting system will also assist with the identification of cases for implementation of control measures identified in 19 CSR 20-20.040.

6.2.2 The reporting system will provide health information, if populated, on specific risk-factors associated with disease transmission.

6.3 Provide, at the LPHA's request, technical assistance and epidemiological support in the evaluation of communicable disease surveillance efforts, data, and control activities.

6.4 Provide all available public health and health related data and epidemiological support, including that data and support identified by the LPHA as needed to provide or evaluate public health services in the local jurisdiction.

6.5 Provide opportunities for funding and technical assistance related to the Department public health priorities, as available, including but not limited to:

6.5.1 Chronic Disease Control and Prevention,

6.5.2 Community Health and Wellness Promotion,

6.5.3 Maternal and Child Health Promotion, and

6.5.4 Public Health Emergency Preparedness.

6.6 Provide technical assistance, at the request of the LPHA in response to:

6.6.1 communicable disease case/outbreaks, including, but not limited to, food/waterborne, healthcare-associated infections, tuberculosis, vaccine preventable, and zoonotic diseases,

6.6.2 environmental contamination situations or events, e.g., adulterated foods, sewage releases, hazardous waste releases, etc.,

6.6.3 environmental public health activities

6.6.4 public health assessments,

6.6.5 community meetings or planning processes,

6.6.6 public health emergency events, or

6.6.7 any applicable communities' public health needs.

6.7 Provide local, regional and state level data to facilitate evaluation of public health performance statewide.

6.7.1 The LPHA may, at their discretion, provide feedback to the Department regarding the inclusion or exclusion of data elements used as performance measures.

6.7.2 The LPHA may, at their discretion, advise the Department regarding local determinants that impact the data elements used as performance measures.

6.8 Coordinate and provide meetings of local public health administrators or their designees to act as forums for discussing local, state, and federal public health issues.

6.8.1 Participation in meetings is not mandatory and is understood to be at the LPHA's discretion.

6.9 Provide annually or as needed, the following communicable disease training to support the LPHA with their delivery of public health services:

6.9.1 Principles of Epidemiology,

6.9.2 Health Assessment Training (HAT),

6.9.3 Communicable Disease Registry Training (EpiTrax, WebSurv, etc.),

6.9.4 Annual District Communicable Disease Update Meetings,

6.9.5 TB Orientation Training, and

6.9.6 Multidrug-Resistant TB Training.

6.10 Provide access to the following uniform training programs for Environmental Public Health Specialists to support the LPHA with their delivery of public health services:

6.10.1 Environmental Health Fundamentals,

6.10.2 Lodging Safety and Sanitation,

6.10.3 Food Safety (Retail),

6.10.4 Onsite Wastewater Treatment, and

6.10.5 Emergency Response,

6.11 Provide access to State Public Health Laboratory services and 24/7 emergency laboratory services for assistance in rapid detection, investigation, and containment of health concerns and environmental public health hazards.

7. The LPHA shall support the Department in the delivery of public health services by the following:

7.1 Complete and submit electronically, the Financial Report or the Infrastructure and Practices Survey on an alternating (each report every other year) basis.

7.1.1 Submit a Financial Report within 60 days of the end of the LPHA's fiscal year end following the execution of this agreement and every other year thereafter. The electronic report can be found at the following web link http://health.mo.gov/living/lpha/forms.php.

7.1.2 Submit in electronic format, the Infrastructure and Practices Survey by December 31 of the year following the Financial Report and every other year thereafter. A web link to the electronic survey will be issued by the Department.

7.2 Share with the Department the priority health issues identified by results of the most recent locally prepared needs assessment conducted by the LPHA in order to facilitate the development of a statewide health improvement plan.

7.3 Collaborate with the Department to identify gaps and resource needs within the local public health capacity to guide joint planning and future Department investments, including responses to surveys sent as needs and issues arise.

7.4 Provide local public health services guided by standards identified within the DHSS reference materials and training materials, including, but not limited to:

7.4.1 Communicable Disease Investigation Reference Manual, https://health.mo.gov/living/healthcondiseases/communicable/communicabledisease/cdmanual/index.php,

7.4.2 Tuberculosis Case Management Manual, https://health.mo.gov/living/healthcondiseases/communicable/tuberculosis/tbmanual/index.php,

7.4.3 Environmental Health Operational Guidelines, https://health.mo.gov/atoz/ehog/pdf/ehog-2020.pdf,

7.4.4 Public Health Nursing Manual, https://health.mo.gov/living/lpha/phnursing/pdf/phn-manual.pdf, and

7.4.5 State and national public health accreditation standards.

7.5 Request from the DHSS any assistance the LPHA deems necessary to respond to:

7.5.1 Communicable disease case/outbreaks, including, but not limited to, food/waterborne, healthcare-associated infections, tuberculosis, vaccine preventable, and zoonotic diseases,

7.5.2 Environmental contamination situations or events, (e.g., adulterated foods, sewage releases, hazardous waste releases, etc.),

7.5.3 Environmental public health concerns,

7.5.4 Public health assessments,

7.5.5 Community meetings or planning processes,

7.5.6 Public health emergency events, or

7.5.7 Any applicable communities' public health needs.

7.6 Submit to DHSS, a Vendor Request for Payment DH-38 form available online at http://health.mo.gov/living/lpha/forms.php either quarterly or monthly.

7.6.1 The LPHA shall notify the Department of invoice preference.

7.6.2 If invoicing quarterly, the DH-38 form is due by July 15th, September 15th, December 15th, and March 15th, of the budget period. Advance payment for services is allowable under this option. If additional funding becomes available, a fifth invoice must be submitted by June 3rd.

7.6.3 If invoicing monthly, the DH-38 form must be submitted by the 15th of each month beginning July 15 and the May invoice submitted no later than June 3rd of the budget period.

7.7 The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) to submit the DH-38 located at https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fmophirs%2fhome.aspx.

8. AUTHORIZED PERSONNEL

8.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

8.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the

Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

8.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

8.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

8.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

8.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

8.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

8.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

9. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

9.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

9.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

9.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

9.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

10. Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

10.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

10.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

11. Both parties agree that cooperation and collaboration of public health agencies at the state and local level is necessary to meet the public health needs of the residents of and visitors to the State of Missouri.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under State Investment in Local Public Health Services (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Entity Name Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MEMORANDUM OF UNDERSTANDING (MOU)

1. Purpose

1.1 This agreement is entered into between the Missouri Department of Health and Senior Services, hereafter referred to as "Department" and the **Joplin City Health Department**, hereafter referred to as "LPHA" . The agreement shall be effective June 1, 2021 through May 31, 2024 in conjunction with the Participation Agreement for State Investment in Local Public Health Services.

1.2 The agreement sets forth the terms and conditions for the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.). Specific H.S.I. may include the following programs:

1.2.1 *Immunization programs*
LPHAs provide a vital role in immunizing our children and promoting immunization among hard to reach families and communities. Immunization program costs are operational (staff related) costs only. If the vaccines costs are funded through the Vaccines for Children (VFC) program or any other federal source, the costs of the vaccines are not included in the CHIP claiming. The immunization program costs claimed under CHIP are net of revenue obtained from billing Medicaid and other insurers for administrative costs.

1.2.2 *Lead testing and prevention programs*
LPHAs are at the forefront of monitoring and managing lead poisoning among children up to age six. Lead program costs include educating families about lead poisoning, testing, and case management services. The lead related program costs claimed under CHIP are net of applicable credits.

1.2.3 *Newborn home visiting programs*
LPHAs offer newborn home visiting programs to high risk families. Clinical staff and other trained professionals provide a range of services to young families to ensure the healthy development of infants and toddlers.

1.2.4 *Screening, Diagnosis and Education of Public Health Issues*
LPHAs provide health related services to children under the age of 19 in a wide variety of settings, including health department facilities, schools, preschools, day care centers, churches, community centers, homes and other settings. Services include health education, screenings, diagnosis, maintenance of health records, basic nursing services and referrals as needed to other health care providers. These services are distinct and different from the services provided in schools as part of special education services authorized under IDEA.

2. Process

2.1 The Department will provide the LPHA with the CHIP H.S.I. Net Expenditure Report form for reporting expenditures.

2.2 The LPHA shall submit a quarterly CHIP H.S.I. Net Expenditure Report form no later than 30 days following the end of each calendar quarter.

2.3 The Department will compile expenditure documentation from LPHAs and submit net expenditures by program on a quarterly basis to the Department of Social Services for federal reimbursement under Title XXI of the Social Security Act.

2.4 The distribution of the federal reimbursement of qualifying LPHA expenditures through the CHIP H.S.I. will be based on a methodology established by the Department.

3.0 Federal Requirements

3.1 Program expenditures requested for federal reimbursement under CHIP H.S.I. must have been paid solely by local or state funds.

3.2 Since this agreement involves the use of federal funds, the Department has determined that this agreement is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. The signature of the LPHA's authorized representative indicates compliance with the Certifications contained in Attachment A and the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

4.0 Confidentiality

4.1 The LPHA shall comply with provisions of Attachment C, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

5.0 Amendments

5.1 The parties agree that any changes to the MOU must be by formal amendment reviewed, approved and signed by the parties.

5.2 The parties agree that no other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the MOU.

6.0 Monitoring

6.1 The department reserves the right to monitor this agreement to ensure compliance.

7.0 Documentation

7.1 The LPHA shall retain all books, records, and other documents relevant to this agreement for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency. The LPHA shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

8.0 Termination

8.1 Either party may terminate this MOU after providing a minimum of thirty (30) days notice.

_____

Local Public Health Agency Authorized Signature — Date

_____

Department of Health and Senior Services Authorized Signature — Date

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any 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.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

1. Business Associate Provisions

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or

successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-451 – approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin.

MEETING DATE
July 06, 2021

ORIGINATING DEPT
Health Department

ATTACHMENTS
CB2021-451 Ordinance and the DHSS Program Services Contract.

REVIEWED BY
Dept. Head: Ryan Talken; Finance Dept. Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding to assist in planning and implementing COVID-19 and other adult vaccination clinics.

BACKGROUND
The city health department provides COVID -19 and annually provides flu and other vaccinations to residents of the city. This contract will help to ensure the capacity to administer high-quality and safe vaccines while ensuring equitable distribution. Vaccinations are administered at clinics held at the health department as well as at offsite clinics. Vaccinations to prevent annual flu and COVID-19 will be important due to the ongoing COVID-19 Pandemic. Reducing the incidence of vaccine preventable disease in the community will not only improve the health of the individual but will also increase the overall wellbeing of the city.

The period for this agreement is February 1, 2021 through January 31, 2024 and the reimbursement from this agreement is for an amount up to $182,913.00. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis due to funding period of the grant.

COUNCIL BILL NO. 2021-451 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to One Hundred Eighty-Two Thousand, Nine Hundred Thirteen Dollars and no Cents, ($182,913.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for funding to assist with planning and implementing COVID-19 and other adult vaccination clinics for the residents of the city and timely approval prevents delay in approval of the agreement with the State of Missouri and implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of July, 2021, by a vote of

_____
Ryan D Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Robert J. Knodell
Acting Director

Michael L. Parson
Governor

RECEIVED
MAY 24 2021

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

Bureau of Financial Services, Procurement Unit
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed yellow page to your Chief Financial Officer. It explains the process for completing the Business Management Assessment (BMA) form and submitting your most recent audit report.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Procurement Unit at (573) 751-6471 or via email at ProcurementUnit@health.mo.gov if you have any questions regarding this letter.

Enclosures

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

Robert J. Knodell
Acting Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, Executive Director, primary financial executive, Board President or authorized representative with knowledge of policies, procedures and administrative operations of your organization/entity:

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to annually complete the Business Management Assessment **(BMA)** form. **Keep in mind the form is completed only once per year for each nine digit federal taxpayer identification number (FEIN).** One submission will cover all contracts with DHSS issued under that specific FEIN.

If you have not already done so this calendar year, complete and submit the BMA within 15 calendar days:

- Go to https://health.mo.gov/atoz/bma/index.php
- **Microsoft Internet Explorer browser *cannot* be used.** You must use another browser such as Microsoft Edge, Chrome, Firefox, Opera, Safari, etc.
- Ensure that you have enough time to complete the form prior to starting. There is not a "Save" feature. Prolonged periods of inactivity will cause your form to expire and the information will not be submitted. **A confirmation number will appear if the form is successfully submitted. Be sure to document this number.**
- You may find helpful information to assist your completion of the BMA at http://health.mo.gov/information/contractorresources.

NOTE: Failure to complete the BMA will result in your organization being deemed a high-risk subrecipient and your organization will not receive further contracts from DHSS until the BMA process is complete. For questions concerning the BMA form, call 573.526.0387 for assistance.

04/21/2021

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
49832	COVID-19 AND ADULT VACCINATION SUPPLEMENTAL	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
2/1/2021	1/31/2024	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	DUNS NUMBER
*****0196	010649846
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

1. GENERAL

1.1 The contract amount shall not exceed **$182,913.00** for the period of February 1, 2021 through January 31, 2024.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Bureau of Immunizations
Lana Hudanick
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102-0570
573-751-6124
Lana.Hudanick@health.mo.gov

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

2. PURPOSE

2.1 The purpose of the COVID-19 and Adult Vaccination Supplemental contract is designed to support local efforts to plan, develop and maintain a public health workforce to increase COVID-19 and adult vaccination capacity across jurisdictions, including among high-risk and underserved populations; ensure high-quality and safe administration of vaccines; ensure equitable distribution and administration of vaccines; increase vaccine confidence through education, outreach and partnerships; develop and implement community engagement strategies to promote vaccination efforts and utilize immunization information systems to support efficient vaccination efforts by the **Joplin City Health Department** (hereinafter referred to as the Contractor).

3.0 DEFINITIONS

3.1 **High-risk**: COVID-19 is a new disease, more work is needed to better understand the risk factors for severe illness or complications. Potential risk factors that have been identified by CDC to date include:

Age	Race/ethnicity
Gender	Some medical conditions
Use of certain medications	Poverty and crowding
Certain occupations	Pregnancy

3.2 **Social vulnerability**: CDC's Social Vulnerability Index (SVI)
Socioeconomic status (below poverty, unemployed, income, no high school diploma)

Household composition & disability (aged 65 or older, aged 17 or younger, older than age 5 with a disability, single-parent households)

Minority status & language (minority, speak English "less than well")

Housing type & transportation (multi-unit structures, mobile homes, crowding, no vehicle, group quarters)

3.3 **Underserved population**: In regard to health services, refers to populations which are disadvantaged because of ability to pay, ability to access care, ability to access comprehensive healthcare, or other disparities for reasons of race, religion, language group or social status.

4. DELIVERABLES AND OUTCOMES

4.1 The Contractor shall increase COVID-19 vaccination capacity across the jurisdiction, including among high-risk and underserved populations:

4.1.1 The Contractor shall expand their operations outside of normal operating times to increase throughput (i.e., provide COVID-19 vaccinations during evenings and/or weekends).

4.2 The Contractor shall ensure high quality and safe administration of COVID-19 vaccines:

4.2.1 The Contractor shall designate an adult immunization coordinator and provide the name and contact information to the Bureau of Immunizations by August 1, 2021.

4.2.2 The Contractor shall ensure all personnel receive training on vaccine storage and handling, including monitoring vaccine temperatures, vaccine transport, including any vaccine specific considerations and vaccine administration.

4.2.3 The Contractor should utilize the CDC Patient-Safety-Checklist-508.pdf found at the following link: https://www.cdc.gov/vaccines/covid-19/downloads/patient-safety-checklist-508.pdf at each off-site COVID-19 vaccination clinic and maintain documentation.

4.3 The Contractor shall ensure equitable distribution and administration of COVID-19 vaccines: For more information please refer to the CDC's Social Vulnerability Index (SVI) found at the following link: https://www.atsdr.cdc.gov/placeandhealth/svi/index.html

4.3.1 The Contractor shall develop and submit a written outreach immunization logic model provided by the Department for high-risk and underserved populations within their jurisdiction. Each logic model shall include a list of collaborating partners, identify the population being assessed and designate how 10% of the funding will be used for the population at risk and submit by September 1, 2021 and update annually.

The Contractor shall choose one clinic method option to implement:

a. Develop and implement adult vaccination clinics to conduct non-traditional (off-site clinics at a shelter, Saturday clinics, evening clinics, strike vaccination teams) adult immunizations clinics for high-risk and underserved communities at least once a month.

b. Identify and implement a monthly temporary mass vaccination event in a non-traditional clinic.

4.3.2 The Contractor shall utilize at least 10% of contract funding to conduct immunization outreach activities and services to high-risk and underserved populations.

4.4 The Contract shall increase vaccine confidence through education, outreach and partnerships:

4.4.1 The Contractor shall partner, plan and implement vaccination activities with critical organizations, **in priority order**:

a. Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
b. Non-traditional providers and locations that serve high-risk populations
c. Other partners that serve underserved populations
d. Occupational health settings for large employers
e. Churches or religious institutions
f. Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
g. Organizations and businesses that employ critical workforce
h. Colleges and Universities

4.4.2 The Contractor shall promote COVID-19 vaccine and other adult vaccinations to increase vaccine confidence in racial and ethnic minority groups and increase accessibility for people with disabilities. For more information please refer to:
CLAS Standards - Think Cultural Health (hhs.gov) found at the following link:
https://thinkculturalhealth.hhs.gov/clas/standards

4.4.3 The Contractor shall enhance/amplify consistent messaging (including translation) utilizing reliable sources including the State of Missouri publicly available media (print/digital) to promote COVID-19 vaccination especially among underserved populations by December, 31, 2021. For more information please refer to:
https://covidvaccine.mo.gov/toolkit/

4.4.4 The Contractor shall address vaccine education efforts to include topics on addressing vaccine misinformation, increase vaccine confidence and vaccine uptake to racial and ethnic minority groups and to increase accessibility for people with disabilities.

4.5 The Contractor shall develop and implement community engagement strategies to promote COVID-19 and adult vaccination efforts:

4.5.1 The Contractor shall implement the CDC COVID-19 Vaccine Confidence Rapid Community Assessment Guide or a current Community Health Needs Assessment (less than 3 years old) to diagnose potential barriers and identify solutions to low vaccine uptake or vaccine confidence in communities of high social vulnerability and submit by September 1, 2021. Please access the CDC COVID-19 Vaccine Confidence RCA Guide:
https://www.cdc.gov/vaccines/covid-19/vaccinate-with-confidence/rca-guide

4.5.2 The Contractor shall engage in at least one quarterly bidirectional conversation with diverse communities to promote COVID-19 and adult vaccinations through January 31, 2024.

4.5.3 The Contractor shall develop and implement community engagement strategies to promote COVID-19 and adult vaccinations:

The Contractor shall choose at least one option to implement:

a. Conduct a county level digital campaign using CDC developed materials
b. Provide printed adult vaccination materials to patients
c. Implement direct adult immunization mailers (postage paid)
d. Develop and print LPHA specific adult immunization flyers for county healthcare providers

4.6 The Contract shall use immunization information systems to support efficient COVID-19 vaccination and other adult vaccinations:

The Contractor shall implement at least one of the following options:

a. Develop and implement an adult immunization reminder recall system
b. Develop and implement an Electronic Medical Record
c. Develop and implement an HL7 interface with an EMR system and ShowMeVax

4.6.1 The Contractor shall be required to document all COVID-19 doses administered in ShowMeVax either by manual entry or an HL7 interface.

4.6.2 The Contractor shall develop a process to input all written vaccination records into the state immunization information system (including historical and/or administered doses) by January 31, 2024.

5. REPORTS

5.1 The Contractor shall complete and submit the Department provided LPHA COVID-19 and Adult Vaccination Initial and subsequent Monthly progress reports via email to their regional immunization nurse consultant by the 15th of the month following the month in which the Contractor provided services under the contract.

5.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

5.3 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's ShowMeVax system. The Contractor shall perform

verification and updates with the ShowMeVax Program Security Officer at Division of Community & Public Health, Bureau of Immunizations.

5.4 The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

6. BUDGET AND ALLOWABLE COSTS

6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D which is attached hereto and incorporated by reference as if fully set forth herein.

a. The Department reserves the right to pre-approve any supply item over one-thousand dollars ($1000.00)

6.2 The Department will pay the Contractor upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

6.3 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6.4 The Contractor may seek financial reimbursement for vaccine administration from another source such as third party payers. However, the contractor shall not bill the individual receiving COVID-19 or 317 vaccine through this effort.

6.5 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting

6.6 Indirect costs

6.6.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

6.6.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

6.6.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

6.7 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

6.8 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

6.8.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

6.8.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

6.9 Funding for this contract shall not be used for cash payments to intended recipients of services or for the purchase of vehicles, food/meals, capital improvements, land, buildings or major medical equipment.

6.10 Funding for this contract shall be expended during the applicable contract period.

7. INVOICING AND PAYMENT

7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

7.2 The Contractor shall invoice the Department on the Vendor Request for Payment form (DH-38) and the Department COVID19 Contract Template Financial Status Report to be provided. Each invoice submitted shall have an invoice number that begins with IMMZR3. For example, an invoice submitted for the month of May 2021, would have the following invoice number: IMMZR30521.

7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the 15th of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

7.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Bureau of Immunizations
Tanya McMillan
P.O. Box 570
Jefferson City, MO 65102-0570

7.6 The Contractor shall maintain and submit upon request detailed supporting documentation for all expenditures, including but not limited to purchase orders or receipts, submitted for reimbursement on contract invoices.

7.7 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

7.8 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

7.9 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

7.10 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

7.11 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

7.11.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

7.12 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://beta.sam.gov/.

7.13 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

8. AMENDMENTS

8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8.2 If the Contractor desires to amend the contract, an amendment request letter must include the reason(s) for the proposed change(s) and an effective date for this change to begin.

This request shall be submitted on Contractors dated letterhead, and include an original or legal electronic authorized signature.

8.3 The Department will review, provide technical assistance and consultation, and request any clarification or changes to the Contractor's proposed amendment request.

8.4 The Contractor's proposed amendment request may be approved, modified or rejected by the Department.

8.5 The Department reserves the right to amend, the contract at any time within the contract period.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

9.3 The Department reserves the right to monitor the Contractor through at least one on-site visit(s) during the contract period to ensure contractual compliance. The focus of the on-site visit(s) is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to meet the contract deliverables.

9.4 The Department reserves the right to conduct desk monitoring of the contract through virtual quarterly reviews with the Contractor on contract deliverables submitted during the contract period to ensure contractual compliance.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall comply with provisions of Attachment E, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the

Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity

Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit

titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2, Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

16.1.2 A change in federal or state law relevant to this contract occurs; or

16.1.3 A material change of the parties to the contract occurs; or

16.1.4 By request of the Contractor.

16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any 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.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	

5. DUNS Number	6. EIN	7. Report Type
		☐Annual ☐Final

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements (if required by the contract):	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (07-17)

Attachment D

LPHA COVID 19 and ADULT VACCINATION

February 1, 2021 – January 31, 2024

BUDGET B

Personnel (Includes Salaries and Fringe Benefits): • Staff pay – immunization services • Temporary staff • Overtime for vaccination clinics • Contract staff for vaccination clinics	$74,828.05
Travel • Mileage to off-site vaccination clinics • Mileage to homebound vaccination visits • Patient travel cost to and from vaccination site	$8,314.23
Software • Electronic Medical Record (EMR) • Reminder/recall system • Scheduling system	$41,571.14
Supplies • Supplies for vaccination clinics not otherwise covered	$16,628.45
Printing/Marketing • Print cost for flyers • Local marketing expenses	$16,628.45
Mass Vaccination • Rental space for a day • Tents • WiFi expenses	$8,314.23
Indirect costs @ 10%	$16,628.45
TOTAL CONTRACT COST	$182,913.00

I. BUSINESS ASSOCIATE PROVISIONS:

a. Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

i. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

ii. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

iii. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

iv. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

b. Permitted Uses and Disclosures of Protected Health Information by the Contractor:

i. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

ii. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

iii. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

iv. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.

v. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

vi. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

vii. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

viii. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

c. Obligations and Activities of the Contractor:

i. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

ii. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

II. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

III. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

IV. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

V. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

VI. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

i. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

ii. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

iii. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

iv. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

v. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

vi. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

vii. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

viii. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

ix. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

x. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

xi. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

xii. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

xiii. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

xiv. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

b. Obligations of the State Agency:

i. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

ii. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

iii. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

iv. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

c. Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

i. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

d. Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under COVID-19 and Adult Vaccination Supplemental and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The Contactor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____ _____
Authorized Representative's Signature Printed Name

_____ _____
Title Date

_____ _____
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____ _____
Signature of Notary *Date*

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by a Contractor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a Contractor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a Contractor that meets the definition of "Company" and has ten or more employees.

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

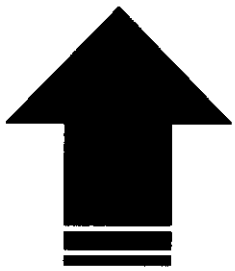
14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

This is a Patch T type separator sheet.

Form Type = "ADMIN FUNDING"

CODE128



Portrait Feed

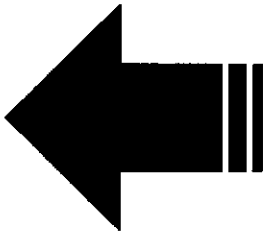
New Form Follows...

Printed on 11/8/2019 3:37:20 PM

This is a Patch T type separator sheet.

Form Type = "ADMIN FUNDING"

CODE128



Landscape Feed

New Form Follows...

Printed on 11/8/2019 3:37:20 PM

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	49832	**State:** 0%	$0.00	**Federal:** 100%	$182,913.00
Contract Title:	COVID-19 AND ADULT VACCINATION SUPPLEMENTAL				
Contract Start:	2/1/2021	**Contract End:**	1/31/2024	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.268	**Research and Development:** N		
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS		
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION		
Federal Award:	6NH23IP922606-02		
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN		
Federal Award Year:	2020	**DHSS #:** IP922606-02L	**Federal Obligation:** $182,913.00

*** The Department will provide this information when it becomes available.**

Project Description:

To support local efforts to plan develop and maintain a public health workforce to increase COVID-19 and adult vaccination capacity across jurisdictions.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-605
Agreement between the City of Joplin and All-American Pride, LLC

MEETING DATE
July 6, 2021

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2021-605 Ordinance; Agreement between the City of Joplin and All-American Pride LLC; Bid Summary.

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 an agreement with All-American Pride LLC., for the installation of an Automated Fuel System with DEF dispenser in the amount of Two Hundred Twenty Thousand Dollars ($220,000.00).

BACKGROUND
Staff has been discussing the replacement of the Diesel pumps at the Public Works Center (PWC) for the past several years as the dispensers are antiquated and the current Diesel Exhaust Fluid (DEF) procedure is inconvenient. Currently, staff must fill up with Diesel and then drive to the rear of the garage to add DEF to the equipment. This contract will allow City staff the ability to pump equipment with diesel and DEF at the Fuel Island. Staff has also looked at replacing the current key process with a pin pad entry because of the many difficulties and maintenance issues experienced. Neither of the two bids received, allowed for the decommissioning of the two Underground Storage tanks. Bidders were offered three options for their RFP reply, one of which was installation without decommissioning Underground Storage Tanks (UST).
Staff followed the procurement policy by bidding this item out and PB Hoidale Company, Inc., was the apparent low bidder. Staff proceeded with presenting this to Council in CB 2021-604. PB Hoidale then informed staff that they made an error on the bid documents, the price didn't include the dispensers and key control units. With the error corrected All-American Pride is the low bidder. Staff has consulted the City Attorney's office for guidance, and they recommended using the next bidder.

FUNDING SOURCE
General Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis due

to equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

BID TABULATION

PROJECT: AUTOMATED FUELING SYSTEM WITH DEF DISPENSER
DATE OF BID OPENING: 20 MAY 2021

CONTRACTOR	TOTAL BASE BID
PB Hoidale Company, Inc.	239,446.71
All-American Pride, LLC	220,000.00
ENGINEER'S ESTIMATE	300,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **All-American Pride, LLC** Address: P.O. Box 872 Oak Grove, MO. 64075	
Attention: Lynden Lawson Assistant Director of Public Works - Operation		Attention: Caleb Barnhill	
Department: **Public Works**		Phone: 816-566-3300	Fax:
Phone: 417-624-0820 x 1560	Fax: 417-625-4738		

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:

Automated Fuel System with DEF Dispenser

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 300 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 Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 $197,488.71 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it

applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 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. Statement of Bidder's Qualifications
e. Performance Bond
f. Instructions to Bidders
g. Non-collusion Affidavit

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 ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($220,000.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class

mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

COUNCIL BILL NO. 2021-605 **ORDINANCE NO**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with All-American Pride LLC, in the amount of Two Hundred Twenty Thousand 00/100 Dollars ($220,000.00) for construction services and installation of an automated diesel fuel system with Diesel Exhaust Fluid dispenser on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and All-American Pride LLC, in the amount Two Hundred Twenty Thousand 00/100 Dollars ($220,000.00) for construction services and installation of an automated diesel fuel system with Diesel Exhaust Fluid dispenser on behalf of the City of Joplin; 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, 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 final approval and acceptance of All-American Pride Company's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, All-American Pride LLC, shall be paid from the Garage Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with public improvements, Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis due to equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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 2021-605

I hereby certify that a sufficient amount is available in the Garage Fund to pay the amounts called for through this agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021-006 amending Chapter 42 - Courts, Division 1- Generally, Section 42-35 - Court costs and other fees, by repealing subsection (j).

MEETING DATE
July 6, 2021

ORIGINATING DEPT
City Attorney

ATTACHMENTS
Council Bill No. 2021-006

REVIEWED BY
City Attorney: Peter Edwards; Court Administrator: Lamonte Ratcliff; City Manager: Nick Edwards

SUMMARY
This Council Bill amends Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, by repealing subsection (j), which assesses a $3 Municipal Court fee for the Sheriffs' Retirement Fund.

BACKGROUND
The General Assembly created the Sheriffs' Retirement Fund in 1983 and requires a $3 court cost to pay for the fund. On April 17, 2013, the Attorney General issued Opinion No. 20-2013, stating that the law was applicable to municipal courts. Following Opinion No. 20-2013, the City amended Section 42-35 to add subsection (j) to collect the fee. On June 1, 2021, the Missouri Supreme Court held the fee to be unconstitutional as applied to municipal courts because it was not "reasonably related to the expense of the administration of justice" in *Fowler v. Missouri Sheriffs' Retirement System*, No. SC98484 (Mo. 2021). This Council Bill will make the City Code compliant with this decision.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2021-006 ORDINANCE NO.

AN ORDINANCE amending Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, by repealing subsection (j).

WHERAS, the General Assembly created the Sheriffs' Retirement Fund in 1983 and requires a $3 court cost to pay for the fund; and,

WHEREAS, on April 17, 2013, the Missouri Attorney General's Office issued Opinion No. 20-2013, stating that the law was applicable to municipal courts; and,

WHEREAS, following Opinion No. 20-2013, the City amended Section 42-35 to add subsection (j) to collect the fee; and,

WHEREAS, on June 1, 2021, the Missouri Supreme Court held the fee to be unconstitutional as applied to municipal courts because it was not "reasonably related to the expense of the administration of justice" in *Fowler v. Missouri Sheriffs' Retirement System*, No. SC98484 (Mo. 2021); and,

WHEREAS, this Council Bill will make the City Code compliant with this decision.

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

Section 1. That Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, subsection (j) is repealed.

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 NO. 2021-143 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an agreement with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of constructing the West 32nd Street widening project from South Schifferdecker Avenue to South Central City Road for the not to exceed price of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 Dollars ($8,687,130.29); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin, Missouri, and Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of constructing the West 32nd Street widening project from South Schifferdecker Avenue to South Central City Road for the not to exceed price of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 Dollars ($8,687,130.29), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, 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 Neosho.

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 Capital Improvement Sales Tax fund.

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

I hereby certify that a sufficient amount is available in the Capital Improvement 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

June 17, 2021

Mr. David Hertzberg, P.E.
City of Joplin
602 S. Main Street
Joplin, MO 64801

RE: 32nd Street Widening
Central City Rd. to Schifferdecker Ave.
City of Joplin, Missouri
Olsson Project No. 015-2768
Recommendation of Contract Award

Dear Mr. Hertzberg:

On June 15, 2021, two bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

	Emery Sapp & Sons Springfield, MO	D&E Plumbing & Heating Nixa, MO	Engineer's Estimate
Base Bid	$8,187,130.29	$9,123,919.00	$12,216,234.50

No errors in calculations were found in the low bid. Olsson verified the proposals by multiplying the unit prices and estimated quantities, then totaling the results.

Emery Sapp & Sons of Springfield, Missouri was the low bidder. Their bid amount was approximately 33% under the engineer's estimate. Olsson spoke with Emery Sapp & Sons and they are comfortable with the proposal number submitted. Emery Sapp & Sons verified that all subcontractors were submitting materials in conformance with the specifications.

Olsson has reviewed and accepted the following information provided by Emery Sapp & Sons:

- A 5% bid bond as a bid guaranty in accordance with the contract documents
- Acknowledgement of all four addenda
- Bidder's Qualifications & Certifications
- Contractor's Past Performance Questionnaire
- Subcontractor Disclosure Form
- Non-Collusion Affidavit

Emery Sapp & Sons and their subcontractors have completed a multitude of roadway projects of similar size and scope as the 32nd Street Widening Project. The proposed project consists of the full depth reconstruction and widening of 32nd Street to a 3-lane curb & gutter section from Central City Road to Schifferdecker Avenue, including grading, base, curb & gutter, asphalt pavement, driveways, sidewalks, intersections, storm sewer, sanitary sewer, waterline, retaining walls, fencing, traffic signal, pavement markings, erosion control, seeding & sodding, traffic control, and other appurtenances. The contractor is qualified and is capable of completing the project.

702 S. Main St. / Joplin, MO 64801
O 417.781.0643 / **olsson.com**

Olsson has thoroughly evaluated the bid and has determined Emery Sapp & Sons to be responsive and responsible and find that the proposed contract price is considered fair and reasonable. We recommend that the City of Joplin award the contract to Emery Sapp & Sons, Inc. of Springfield, MO.

Please advise when the contract documents can be issued.

Sincerely,

Brian Coomes

Brian Coomes, P.E.
Project Engineer

702 S. Main St. **/** Joplin, MO 64801
O 417.781.0643 **/ olsson.com**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Emery Sapp and Sons Inc. Address: 5350 E. State Highway AA Springfield, MO 65803	
Attention: David Hertzberg, PE Director of Public Works		Attention: Jason Rode	
Department: Public Works		Phone: (417) 445-8331	Fax: (417) 445-0266
Phone: (417) 624-0820	Fax:	32nd Street Widening Central City Road to Schifferdecker Avenue	

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:

32nd Street Widening
Central City Rd. to Schifferdecker Ave.
Jasper and Newton County, Missouri

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 the time frames stated in the Proposal. Notice to Proceed 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 $8,187,130.29 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $4,000 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 Eight Million One Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 ($8,187,130.29) dollars, said amount being subject to any approved addenda or change order. **This contract includes price indexing for asphalt and fuel.**

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: 32nd St. Widening, Central City Rd. to Schifferdecker Ave.

DATE OF BID OPENING: June 15, 2021

CONTRACTOR	BID
Emery Sapp & Sons Inc.	$8,187,130.29
D & E Plumbing & Heating, Inc.	$9,123,919.00
Engineer's Estimate	**$12,216,234.50**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-143 Construction Agreement between City of Joplin and Emery Sapp & Sons Inc. for the 32nd St. Widening Project from Shifferdecker Ave. to Central City Road

MEETING DATE
July 6, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-143; Agreement; Location Map; Bid Tabulation; Recommendation of Award Letter

REVIEWED BY
Director of Public Works: David Hertzberg; 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 Emery Sapp & Sons Inc. in the amount of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 dollars ($8,687,130.29) which includes provisions for asphalt & fuel index adjustments up to Five Hundred Thousand and 00/100 dollars ($500,000.00) for construction of the 32nd Street Widening Project.

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd Street from Schifferdecker to Central City Road. In September 2015, the City entered into an agreement with Olsson to provide design services for this project, and in July 2019 and May 2020 the City entered into additional agreements with Olsson to provide Right of Way Negotiation Services and Appraisal Services. The project consists of full depth reconstruction and widening of 32nd St. to a 3-lane roadway with curb and gutter, including a dual-use sidewalk/bike trail on the north side of the roadway. With the bid documents nearing completion early this year the City's consultant and staff determined that using the Missouri Department of Transportation's asphalt & fuel index adjustment method to facilitate the most competitive bids were received. After reviewing the bids and analyzing the price index for fuel & asphalt for the last 10 years the City's consultant and staff generated a conservative estimate of $500,000.00 in potential increase of the asphalt and fuel unit prices. It should also be noted that the cost may go down as well. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the widening of 32nd St. was advertised in the Joplin Globe on April 24th, 2021, and bids were received by the City on June 15th, 2021. Two bids were received, with Emery Sapp & Sons, Inc. selected as the lowest responsive bidder with a bid amount of Eight Million One Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 dollars ($8,187,130.29). The low bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed by June 16, 2023.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2021-143, Construction Agreement between City of Joplin and Emery Sapp & Sons Inc. for the 32nd St. Widening Project in the amount of Eight Million One Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 dollars ($8,187,130.29) on first reading.

32nd STREET WIDENING

